

COLLECTIVE AGREEMENT

BETWEEN

ELECTROLUX CANADA CORP.

(L'Assomption Plant)

and

THE INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS, Local 1148

District 11

March 2009

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TABLE OF CONTENTS

	Page
3.1 Union Recognition.....	3
3.2 Management Rights.....	3
3.3 Strike.....	4
3.4 Lock-Out.....	4
4.2 Shifts.....	5
4.3 Shift Premium.....	7
4.5 Rest Period.....	7
4.6 Guaranteed Hours.....	7
5.3 Payment of Overtime:.....	9
5.7 Guaranteed Hours.....	10
5.8 Distribution of Overtime.....	10
6.1 Probationary Employee.....	12
6.4 Extended Layoff.....	13
6.5 Temporary Layoff.....	14
6.12 Transfer.....	16
6.13 Vacant Positions.....	17
6.14 Recall.....	17
6.15 Notice of recall.....	17
6.17 Posting and Promotion.....	18
6.22 Team Leaders.....	21
7.7 Vacations.....	25
7.8 a).....	Vacation Pay
25	
7.8 b).....	Attendance Bonus
26	
10.1 Recognition.....	34
10.3 Transfer Out of the Bargaining Unit.....	34
10.5 Technological Change.....	35
10.6 Disciplinary Notice.....	35
10.7 Maternity and Parental Leave.....	36
10.8 Leave Without Pay.....	36

10.9	Compassionate Leave.....	36
10.10	Jury Duty.....	37
10.11	Participatory Management.....	37
10.12	Training and Professional Improvement.....	37
10.13	Production Stopage.....	38
10.14	Employee Assistance Program (E.A.P.).....	38
11.1	Insurance.....	38
11.2	Pension Plan.....	40
11.3	Retirement Preparation Course.....	41
12.5	Starting Rate.....	41
13.10	Safety Shoes.....	44
13.11	Safety Glasses.....	44
14.3	Casual Time.....	45
14.6	Overtime.....	45
14.7	Seniority.....	45
14.12	Casual Call.....	46
	Letter of Agreement re: subsection 4.2A.....	62
	Schedule 4.2 a) re: Examples of the application of Section 4.2 a).....	63
	Letter of Agreement re: Registers for overtime purposes.....	65
	Form to request that overtime be compensated in time.....	67
	Letter of Understanding re: Wage for Students.....	68
	Letter of Understanding re: Control of Air Quality.....	69
	Schedule “A” re: Twelve (12) Hour Work Schedule.....	70
	Schedule “C” re: Concept of Apprentice.....	71
	Letter of Understanding re Electrical Technicians on Call.....	72
	Letter of Understanding re: Electromechanical Technicians on Call.....	74
	Letter of Agreement re: Tool & Die Maker Progression and Qualification.....	76
	Memorandum of Philip Thollon.....	78
	Letter of Understanding re: Calculation of Seniority.....	79

COLLECTIVE AGREEMENT

This Collective Agreement is made and entered into between **Electrolux Canada Corp. (L'Assomption Plant)** regarding some of its employees at its plant located at L'Assomption, in the Province of Quebec (hereinafter called the “**Employer**”), and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (hereinafter called the “**Union**”).

SECTION 1 PURPOSE

- 1.1 It is the mutual wish of the contracting parties to promote and maintain cooperation and harmony and an orderly and positive relationship between the Employer, its employees and the Union. Thus, the parties agree:
 - a) To jointly promote employee health and safety.
 - b) To cooperate jointly to ensure the complete protection of the property of the Employer and the employees. **To increase employee awareness of better production quality.**
 - c) To increase employee awareness of better production quality while providing them the tools usually required for their work, with the exception of the personal tools of tradespersons.
 - d) To provide for a friendly, prompt and equitable method of settling any dispute or grievance which could arise between them.
 - e) To maintain mutually satisfactory working conditions.
- 1.2 The Employer and the Union agree that in accordance with just and reasonable labour practices, it is desirable to maintain the best possible productivity, with an adequate number of employees in accordance with the principles of human engineering, and the parties undertake to cooperate totally in an effort to obtain the highest quality product.
- 1.3 They agree to work in harmony and covenant:
 - a) That there should be no form of discrimination or intimidation because of their participation or their non-participation in any union activity stipulated in this Collective Agreement. They also agree that no employees shall suffer any form of discrimination or harassment because of their race, colour, ethnic origin, citizenship, belief, sexual orientation, age, marital status, family status, handicap, or any other reason prescribed in the *Charter of Human Rights and Freedoms*.
 - b) That the Union, its members or its agents shall ensure that every employee becomes and remains a member in good standing of the Union as a condition of employment on the same basis as the measures relating to health and safety (equipment, smoking, etc.) and all other measures determined by the Employer at the time of hiring.
 - c) That both parties shall fulfill in good faith all the terms and provisions of this Collective Agreement to ensure and implement this Collective Agreement.

- 1.4 Any provision of this Collective Agreement which would come in contradiction with the present or future laws would automatically become null and void without affecting the other provisions, which remain in force.

SECTION 2 INTERPRETATION

- 2.1 In this Collective Agreement and its application, unless the context indicates otherwise, the following words and terms shall have the meaning given to them hereinafter:

- a) **"Employer"** means Electrolux Canada Corp. (L'Assomption Plant), in respect of its plant located in L'Assomption.
- b) **"Union"** means the International Association of Machinists and Aerospace Workers, L'Assomption Local 1148, District 11, Province of Quebec, duly certified by the Labour Code of the Province of Quebec as the exclusive representative of the employees covered by this Collective Agreement.
- c) **"Employee"** means and includes any employee included in the bargaining unit certification issued in favour of Local 1148 by the Ministère du Travail et de la Main d'Oeuvre in Quebec.
- d) **"Qualifications"** means the ability to perform competently the operation to which an employee is assigned and to produce the quantity and quality standard of work as developed by the Employer for such an operation in accordance with recognized and established methods and/or requirements. Moreover, for certain classifications of this Collective Agreement, qualifications may also include licenses and/or level of education and/or aptitude tests as stipulated in 18 "Job Classification".

Every employee who has obtained a change of classification following a promotion shall be considered to be classified after an evaluation period of sixty (60) working days.

A discussion about the progress of the employee will be held during the sixty (60) day qualification period.

- e) **"Seniority"** means the status an employee acquires after completing his/her initial probation period. After this probation period, seniority shall run from the last hiring date and shall be expressed in calendar months and days for the period of continuous service with the Employer.

With equal seniority, the employee shall be chosen effective from the hiring date and, as the case may be, from among the employees with the lowest employee numbers upon promotion, demotion, layoff, bumping and recall.

- f) **"Probationary Employee"** means an employee without seniority.
- g) **"Probation Period"** means the time period during which an employee accumulates ninety (90) working days (i.e. worked) or seven hundred and twenty (720) normal hours worked (excluding hours worked as overtime) within a period of twelve (12) calendar

months with the Employer. After completing his/her probation period, the employee shall be placed on the seniority list with his/her seniority retroactive to his/her last hiring date.

The duration of the Probation Period of a Probationary Employee can be extended after a discussion with the Union in order to allow the Employer to properly assess his or her ability to fulfill the tasks of his/her position.

- h) **"Aptitude Test"** means the capacities shown during an examination to obtain a classification marked by an asterisk, as agreed and defined between the parties, in 18 of the Collective Agreement.
- i) **"Pool"** means a group of employees who may come from different classifications and serve as a pool for the plant's departments.
- j) **"Layoff"** means a reduction in the number of employees in a classification or classifications.
- k) **"Working Day"** means and includes every day scheduled and worked. For Probationary Employees, this excludes the overtime hours worked beyond normal working hours.
- l) **"Preferential Assignment"** means that the last regular employees laid off will have the opportunity to be the first employees recalled to the extent that their names appear on the recall list of occasional workers.

SECTION 3 SCOPE OF THE AGREEMENT

3.1 Union Recognition

- a) Shall be granted to all employees and the Employer recognizes the Union as the exclusive representative of the said employees for the term of this Collective Agreement.
- b) As the context requires, any masculine pronoun includes the feminine.

3.2 Management Rights

The Union covenants that it shall be the Employer's function to:

- a) Maintain order, discipline and the efficiency of operations and take the required measures in order to protect the health and ensure the safety and physical integrity of the employees.
- b) Hire, classify, manage, transfer, promote, demote and lay off employees, discipline and dismiss for just cause, provided that the classification, transfer, promotion, demotion, layoff, disciplinary action or dismissal can be subject to the grievance procedure insofar as an employee considers that these decisions have not been made in accordance with the Collective Agreement.

- c) Manage the business in which the Employer is involved and, without restricting the generality of the foregoing, determine the manufactured products, the production methods, the standards and production schedules, the type, location and tools to be employed, the manufacturing processes and means, the techniques and the creation of its products, the control of the materials and parts used in manufacturing products, and the growth, limitation, restriction, reduction and cessation of operations. Risks to health will be posted by sector.
- d) Determine, amend and enforce the rules to be observed by the employees. These rules shall not be incompatible with the terms of this Agreement. The Employer shall give the Union written notice of any new rules thirty (30) calendar days before they come into force.
- e) When a new model is launched, or in the case of the creation of a new production line speed, industrial engineering will carry out the production time and line balancing work. It is agreed that team leaders must not sign the work charts. Existing work charts will be validated by industrial engineering within one (1) year following the signature of the collective agreement.

It is agreed that the Employer will not increase the speed of the lines to compensate for scrap units if this were to result in the production times of the workers on the line to exceed the cycle time for that line.

3.3 Strike

The Union shall not cause, authorize or sanction any strike, slowdown, work stoppage of any kind during the term of this Collective Agreement.

3.4 Lock-Out

The Employer shall not cause or sanction a lock-out during the term of this Collective Agreement.

SECTION 4 WORKING HOURS

4.1 The plant's normal work week shall be forty (40) hours, consisting of five (5) regular work days of eight (8) hours, from Monday to Friday inclusive.

- a) The normal working hours of the first (1st) shift shall be from 7:00 a.m. to 3:30 p.m. with an unpaid half (1/2) hour for lunch.
- b) The normal working hours of the second (2nd) shift shall be from 3:30 p.m. to 00:00 midnight (4h30 p.m. to 01:00 a.m. for departments related to assembly lines) with an unpaid half (1/2) hour for lunch.
- c) The normal working hours of the third (3rd) shift shall be from 10:30 p.m. to 7:00 a.m. with an unpaid half (1/2) hour for lunch.

- d) The aforementioned hours are subject to review if the conditions require a change and shall be established by mutual agreement between the Employer and the Union.

If operations so permit, the meal periods in force upon the signing of the Collective Agreement shall remain in force. However, after agreement with the Union, the Employer may move ahead or delay the meal period by no more than one (1) hour in case of emergency caused by parts shortage, a subassembly error or an equipment failure. This agreement shall only be refused for major reasons. The Employer agrees to notify the Union at least one (1) hour before the meal period so moved ahead or delayed, provided it is reasonably possible to give such notice under the circumstances.

It is understood that this situation shall not have the effect of reducing the number of normal hours in the day.

- e) For the purpose of maintaining efficient operations, the Employer reserves the right to set hours different from those aforementioned for certain special operations.

The Employer may form continuous shifts where employees work by rotation moving successively from an eight (8) hour shift to another where operations continue uninterrupted throughout the whole work shift.

In such cases, the employees shall not be replaced during lunch breaks and rest breaks which shall be taken without impeding operations. Employees shall remain available to meet emergencies.

Continuous shifts may also be formed when the number of employees on the third shift is equal to the number of employees on the first and second shifts. Employees working on these shifts shall be granted a thirty (30) minute paid rest break.

- f) The work week shall begin on Monday except for 3rd shift employees for whom the work week shall begin on Sunday evening.

4.2 Shifts

- a) The maximum period of an assignment to the second or third shift shall be two (2) weeks, except for occupations the very nature of which requires that they be performed on the second or third shift. Wherever there is a three (3) shift operation, it may happen that an employee has to spend two (2) weeks on the third shift, immediately followed by two (2) weeks on the second shift, after which he shall return to the first shift unless he agrees otherwise.

If one or some employees request on a voluntary basis to work permanently on the second or third shift, they shall be permitted to do so, subject to the operational needs of the second and third shifts.

When employees are authorized to work permanently on the second or third shift, a certain number of employees in the same classification who have the most seniority in the department concerned may be authorized to work permanently on the first shift.

When there is no third shift:

The number of employees who may be authorized to work permanently on the first shift shall be equal to the number of employees required to fill the operational needs of the first shift, i.e. the total number of employees required on the first shift **less** the employees required to do a rotation on that shift (see Ex. #1, Schedule 4.2(a)).

The number of employees required to do a rotation on the first and second shifts shall be equal to the number of employees required to fill the operational needs of the second shift, i.e. the total number of employees required on the second shift **less** the employees authorized to work permanently on such shift (see Ex. #1, Schedule 4.2(a)).

When there are three (3) shifts:

The number of employees who may be authorized to work permanently on the first shift shall be equal to the number of employees required to fill the operational needs of the first shift, i.e. the total number of employees required on the first shift **less** all the employees required to do a rotation on that shift (see Ex. #2 to 5, Schedule 4.2(a)).

The number of employees required to do a rotation on the shifts shall be determined as follows:

- i) The number of employees required to do a rotation on the three (3) shifts shall be equal to the number of employees necessary to fill the operational needs of the third shift, i.e. the total number of employees required on the third shift **less** the employees authorized to work permanently on that shift. It may happen that no such employee is assigned to the second shift if its operational needs are entirely filled by employees authorized to work permanently on it. (see Ex. #3, Schedule 4.2(a)).
- ii) The number of employees required to do a rotation on the first and second shifts shall be equal to the number of employees necessary to fill the operational needs of the second shift, i.e. the total number of employees required on the second shift **less** (i) the employees authorized to work permanently on such shift and (ii) those required to do a rotation on the three (3) shifts (see Ex. #2, 4 and 5, Schedule 4.2(a)).

Prior Notice:

Unless agreed otherwise, an employee who no longer volunteers to work permanently on a shift shall notify the Employer in writing at least two (2) weeks in advance in order to allow the Employer to change the work shifts accordingly.

The Employer reserves the right to accept or refuse to assign employees permanently on a shift and the Union shall be informed of it.

The shift rotation cycle shall continue at all times.

- b) Upon a change in the regular shift rotation, the employees shall be informed on Thursday of the change to take effect on the Monday or the Sunday following the shifts concerned.

4.3 Shift Premium

Employees working on a second shift shall be paid forty-five cents (\$0.45) per hour over and above their base hourly rate. Employees working on a third shift shall be paid sixty cents (\$0.60) per hour over and above their base hourly rate.

An employee's shift shall be the shift on which the majority of his/her regular hours are worked.

- 4.4 Subject to Section 4.2a, an employee who is transferred from one shift to another, at the Employer's request, shall not be deprived of working hours during the normal work week because of such transfer and the Employer shall be required to pay the overtime hours the employee would normally have worked on his/her initial shift for the first week of such transfer.

4.5 Rest Period

- a) A ten (10) minute rest period shall be allowed to every employee on each half shift. The rest period shall be taken in accordance with a schedule established by the Employer. A three (3) minute washing-up period shall be allowed to each employee before lunch.
- b) The employees shall be at their respective workstations before the beginning of the shift. The equipment shall be started up and shall only be shut down at the end of the shift.

4.6 Guaranteed Hours

- a) The provisions regarding working hours shall not be interpreted as a guarantee of working hours on a daily and/or weekly basis. However, the Employer guarantees that an employee required to report to work at the beginning of each part of his/her shift shall be paid the number of hours stipulated for this purpose.
- b) The guarantee shall also apply when employees reporting to work at the beginning of their shift must be sent home because of a snowstorm or major equipment failure.
- c) In the event of production stoppage caused by internal and/or external suppliers, the Union shall be informed and the Employer shall do all that is practicable to offer work to the employees concerned.

- 4.7 The guaranteed working hours stipulated in Section 4.6a shall not apply in the following cases:

- a) When the employee, whenever possible, has been advised by the Employer in the presence of a Union Representative, at least two (2) hours before the beginning of his/her shift, not to report to work.
- b) When the employees were absent on the day before the shutdown of operations unless they obtained written permission from their immediate supervisor. In such a case, the procedure stipulated in Section 4.7a shall apply.

- c) When the employee cannot be reached at the Employer's last known address, the employee shall then be responsible for informing the Employer of any change of address.
- d) When there is a stoppage of operations due to causes beyond the Employer's control, such as fire, flood, water shortages, or power outages caused by Hydro-Québec or the natural gas company, the Employer shall deploy all the necessary efforts to maintain the operations in progress after consultation with the Union.

4.8 An employee who is laid off in this manner during a day, if called, shall not be required to return to work the same day, except in case of emergency.

4.9

- a) All employees covered by this Collective Agreement shall be paid weekly by "direct deposit" on Wednesday or no later than Thursday morning.
- b) If there is an error attributable to the Employer and representing the pay of one day or more in the calculation of an employee's pay, the employee may request reimbursement within the same week by following this procedure:
 - i) The employee concerned shall notify the Employer;
 - ii) The person responsible for payroll shall remit an advance. The amount shall be approximate but shall reflect as closely as possible the net amount the employee should receive. The adjustment shall be made on the next pay and the amount advanced shall be deducted therefrom automatically.

SECTION 5 OVERTIME HOURS

5.1 **"Overtime hours"** means and includes:

- a) Any time worked by an employee at the Employer's request, either before or after his/her regular shift hours.
- b) Any time worked by an employee, unless an eight (8) hour interval has elapsed between shifts, when asked by the Employer to transfer from one shift to another.

5.2 Overtime hours shall not apply:

- a) To time worked by employees replacing each other at their own request; or
- b) To a change of an employee's working hours at his/her request; or
- c) To a regular shift rotation.
- d) The Employer shall advise the Union of particular arrangements known and taken in the application of sub-sections (a), (b) and (c), in the same day.

5.3 Payment of Overtime Hours:

- a) From Monday to Friday inclusive, any overtime hour in excess of the normal work day shall be paid at one and a half (1½) times the employee's regular hourly rate for the first four (4) hours. Any overtime hour worked after these first four (4) hours shall be paid at double the employee's regular hourly rate. The shift premiums for employees called upon to work on the second and third (2nd and 3rd) shifts shall be included in the calculation of overtime hours.
- b) Saturday: Employees called upon to work on a Saturday shall be paid at one and a half (1½) times their regular hourly rate for the first eight (8) hours of overtime, including the shift premium. Any overtime hours worked after these first eight (8) hours shall be paid at double the employee's regular hourly rate, including the shift premium. Employees whose work schedule appears in Schedule "A" are excluded.
- c) Sunday: Any work performed on a Sunday shall be paid at two (2) times the regular hourly rate of the employee, including the shift premium. Employees whose work schedule appears in Schedule "A" are excluded.
- d) An employee called upon to work on a statutory holiday as provided for by section 7.2 a) shall receive double his regular hourly rate of pay for the hours worked over and above his wages for such holiday.
- e) An employee required to work overtime hours during the meal period shall be paid at one and a half (1 ½) times his/her regular hourly rate for that period. A fifteen (15) minute rest period shall be granted to the employee before or after the period normally allowed for the meal.

5.4 Depending on the Employer's requirements, it may establish overtime hours for a given period to satisfy the needs of production. Two (2) hours' notice shall be given to the employees required to work overtime hours. The provisions of this clause do not apply in the case of an emergency.

5.5

- a) An employee who is required to work two (2) hours of overtime hours immediately before or after his regular shift shall be allowed a ten (10) minute rest period before or after the overtime hours.
- b) An employee who is required to work overtime hours and who chooses to leave the Employer's premises immediately after his regular shift to return to work overtime hours after a period off work of up to one (1) hour or more shall be allowed a ten (10) minute rest period after two (2) hours of overtime.

5.6 An employee who has completed his/her regular shift and who is recalled to work after he/she has left the Employer's premises shall receive a minimum of three (3) hours at the applicable overtime hours rate.

5.7 Guaranteed Hours

- a) An employee who is scheduled to work before or after his/her regular shift hours shall be paid for the hours worked at the applicable rate.
- b) All employees who are called-in to work on a Saturday or a Sunday shall be guaranteed a minimum of four (4) working hours at the applicable rate, except in the case of an agreement with such employee(s).

5.8 Distribution of Overtime Hours

The overtime hours to be worked by employees outside of normal working hours shall conform to the following procedure:

- a) The overtime hours shall first be offered equitably to the employees who normally perform the tasks for which the overtime hours are required, provided they are present at work when the overtime hours are required and they have the aptitudes and skills required to immediately perform the work.
- b) The overtime hours shall then be offered equitably to the other employees of the Department in question who have the aptitudes and skills required to immediately perform the work and who have registered their names in the register provided for such purpose for the department to which they are assigned. Such register shall be posted in each department every Friday, and shall be removed on Tuesday of the current week before eight (8) p.m.
- c) If additional employees are required, the overtime hours shall be offered equitably to the employees of the other departments of the same group who have the aptitudes and skills required to immediately perform the work and who have registered their names in the second register provided for this purpose for each of the sectors mentioned in subsection 5.8(e) below.

In accordance with subsection 5.8(e) below, there will be one (1) register for the Manufacturing Sector, three (3) registers (a, b and c) for the Production Sector, one (1) register for the Materials Handling and other sectors, and one (1) register for Maintenance. Each employee may only register his/her name on one (1) such register, namely the one covering the department to which he/she is assigned. Each employee shall be required to indicate in which department(s) he/she is available to work overtime hours among the group of departments applying to his/her situation, failing which the employee whose name appears in the register shall be deemed to be available for all departments of his/her group.

The registers covered by this subsection 5.8(c) shall be posted every Friday at the office of each of the supervisors for the relevant sector, and shall be removed on Tuesday of the current week before eight (8) p.m.

- d) The registers mentioned in subsections (b) and (c) above shall allow the availability of each employee to be recorded for the seven (7) days of the week covered by the overtime hours.

The registering of his/her availability implies that the employee undertakes to work the overtime hours required according to his/her availability.

- e) For purposes of the paragraph 5.8 c), the department groups are:
 - i) Manufacturing Sector: The departments are: 1, 9, 10, 11, 12, 14, 15, 19, 20, 21, and 22;
 - ii) Production Sector: The departments are:
 - 18, 39, 40, 43, 44, and 49;
 - 18, 47, 48, 51, 52, 53, and 54;
 - iii) Materials Handling and other sectors: The departments are: 45, 61, 64, 67, 72, 73, 80, 83, and 84;
 - iv) Maintenance Sector: The departments are: 69, 70, 71 and 78.

These groups could be changed after agreement between the parties.

- f) Overtime hours refused by an employee shall be deemed to be overtime hours worked by such employee for the purpose of the equitable treatment described in this section 5.8.

In the event that the Employer omits to offer overtime hours equitably to an employee in accordance with subsection 5.8(a), (b) or (c), the Employer shall then offer this employee the possibility of recapturing the overtime hours of which he/she was deprived within a period of no more than twenty (20) working days, according to the procedure set up in this section 5.8. If, at the end of this period of twenty (20) working days, the employee has not had the opportunity to recapture the overtime hours of which he/she was deprived, the Employer undertakes to pay the employee an equivalent amount at the applicable rate.

- 5.9 An employee shall be entitled to refuse to work overtime hours for a legitimate reason, provided that another employee in the same classification is available and qualified to work the overtime that is required.

- 5.10 When operations allow, there may be an arrangement between a supervisor and an employee that overtime hours not exceeding forty (40) hours may be taken in time off rather than in pay based upon the procedure respecting overtime hours provided for in the Collective Agreement. The arrangement shall be negotiated before overtime hours have been performed.

The time off shall be taken by complete, non-consecutive working days (i.e. 8 or 12 hours, as the case may be) at a rate of not more than one (1) day per week. The time off can consist of five (5) consecutive days. Such banked time up to a maximum of forty (40) hours shall accrue between weeks 1 and 44 (i.e. calendar year) and the time off shall be taken between weeks 1 to 23 and 35

to 52 of the calendar year in which it accrues. The credit time of each employee shall start again at zero at the beginning of each year (week 1).

The arrangement respecting the possibility of banking time for up to forty (40) hours between weeks 1 and 44 may not be refused without valid reason but each day on which the time off is taken shall in all cases be approved in advance by the Employer. Any accrued time off shall be taken no later than between weeks 44 and 52. If the Employer does not offer the employees in question the opportunity to take the accrued time off between weeks 44 and 52, such time off shall be paid. The request to use banked hours must be made thirty (30) days in advance to take five (5) consecutive days as time off. Employees may only take once per year five (5) consecutive days as time off.

SECTION 6 SENIORITY

6.1 Probationary Employee

A probationary employee shall remain a temporary employee throughout his/her probation period. The Employer may terminate his/her employment at any time and shall have no obligation to rehire, recall or offer work to him/her.

- a) Without limiting the scope of the foregoing or the management right of the Employer, to the extent that it is reasonably possible under the circumstances, the Employer may give an informal evaluation between the 30th and the 60th working day (i.e. worked) of each of the probationary employees.
- b) "**Temporary Layoff**" means a layoff attributable to a work shortage and not exceeding two (2) consecutive working days stipulated in the work schedule. This layoff affects an employee or employees within one or more shifts, classifications or departments.
- c) "**Extended Layoff**" means a layoff attributable to a work shortage and exceeding two (2) consecutive working days stipulated in the work schedule. This layoff affects an employee or employees within one or more shifts, classifications or departments.

6.2

- a) An employee on an extended layoff shall maintain his/her accumulated seniority until the time of his/her extended layoff, but shall accumulate none during this period.
- b) An employee absent on an authorized leave (industrial accident, illness, maternity leave, accident, etc.) shall continue to accumulate seniority during his absence so that he is not penalized in relation to the other employees.

Seniority shall be maintained but shall cease to accumulate when the employee is on leave without pay.

If a layoff occurs during the employee's absence, seniority shall cease to accumulate during the layoff period. If a recall occurs during the employee's absence, seniority shall accumulate again in accordance with his seniority effective from the recall date.

6.3 An employee shall lose his/her seniority and the Employer shall terminate his/her employment without any other notice for any of the following reasons:

- a) When he/she resigns or is dismissed.
- b) When he/she is absent from work for more than three (3) full consecutive days stipulated in the schedule without having notified the Employer or without having obtained the Employer's permission to be absent for any reason whatsoever.

Notice of recall:

- c) When he/she does not report to work within three (3) working days after the mailing of a notice by certified mail to the last address known to the Employer ordering him/her to do so, unless the employee can prove that he/she obtained the Employer's permission not to report to work within the imposed three (3) day period.
- d) When he/she is not recalled to work under Clause 6.17 following an extended layoff.
- e) When he/she is absent from work for a period in excess of twenty-four (24) months due to an illness or an industrial accident which occurred on the Employer's premises, an automobile accident (SAAQ) or due to the fact that he/she was a victim of an act of violence (IVAC), unless this period is extended by mutual agreement between the Union and the Employer.

6.4 Extended Layoff

In the case of an extended layoff, the employees of the bargaining unit, Local 1148 of the I.A.M.A.W., notably:

President
Vice President
Recording Secretary
Secretary-Treasurer
Watchdog
Three (3) Trustees
Workshop President
the members of the Grievance Committee
the members of the Parity Health and Safety Committee
the members of the Employee Assistance Program
the members of the Harassment Committee

shall be retained in the Employer's employ during their respective terms of office with the Union, provided they are members of the bargaining unit covered by this collective agreement, and on condition that the Employer has work available for which they are qualified and which they agree to perform.

For 800 members of the bargaining unit or more, there will be:

three (3) members of the Grievance Committee;

three (3) members of the Parity Health and Safety Committee;
three (3) members of the Employee Assistance Program; and
two (2) members of the Harassment Committee.

For between 500 and 800 members in the bargaining unit, there will be:

two (2) members of the Grievance Committee;
two (2) members of the Parity Health and Safety Committee;
two (2) members of the Employee Assistance Program; and
one (1) member of the Harassment Committee.

6.5 Temporary layoff

In the event of a temporary layoff, the departmental shop stewards shall be retained in their respective departments on condition that the Employer has work available for which they are qualified and which they consent to perform.

6.6 During layoff, the Employer may retain the shift leaders in their respective departments, if necessary, without accounting for seniority.

6.7 In the event of a temporary layoff resulting from a temporary closing or lack of work in a department not exceeding two (2) consecutive work days, and set out in the schedule, seniority shall be the determining factor between qualified employees of the same classification, work group and department.

- a) No transfer from one department to another based on seniority shall be accepted to bump another employee during the temporary layoff.
- b) Notwithstanding this rule, occasional workers or employees who are on temporary assignment shall be laid off immediately or returned to their department of origin.
- c) This temporary layoff period may be extended by mutual consent between the Union and the Employer.
- d) Temporary layoff due to an inventory overstock of finished products

If the inventory of finished products becomes overstocked because sales are lower than forecasted, the Employer will favor extended layoffs rather than temporary layoffs.

- e) Temporary layoff due to a shortage of parts

In the event of a temporary layoff before the end of the working day, affecting one or more assembly lines because of shortage of internal or external parts, the Employer undertakes to relocate the employees that would have been affected by the temporary layoff for the remainder of said working day of each employee.

The Employer will assign tasks to the employees that would have been affected by the temporary layoff on the basis of inverse seniority. Once the Employer will have assigned the tasks that he deems useful, if applicable, the most senior employees will be allowed to

chose between attending paid training for the remainder of the day or returning home without pay.

In the event that a temporary layoff affecting one or more assembly line(s) because of a shortage of internal or external parts is announced at the latest before the end of a working day for the following day, fifteen (15) volunteer employees (provided that fifteen (15) employees would have been affected by the temporary layoff) will be relocated in the plant on the basis of seniority to do the available work for the duration of the temporary layoff. The Employer can also keep more than fifteen (15) qualified employees, if needed.

- 6.8 In the event of an extended layoff, seniority shall be the decisive factor between employees classified in the same classification. No employee with seniority shall be laid off before those on probation, occasional workers and students. However, an employee on probation or an occasional worker may be kept at work if no employee with seniority has the qualifications required to fill the position of an employee on probation or an occasional worker. It is agreed that an intern may not perform the work of a laid-off employee where this might be construed as causing or extending the layoff of an employee.

Moreover, when employees are promoted within a new classification, these employees on probation shall be considered to be part of this new classification immediately. If there is a staff reduction in this classification, the employees who have not completed their probation period of sixty (60) working days shall be the first affected by the layoff. In all other cases, the bumping procedure prescribed in the Collective Agreement shall apply.

6.9

- a) If an employee with seniority is laid off in accordance with clause 6.8, he shall be given the opportunity to bump the employee with the least seniority in the same classification group or in a lower classification group, as defined in 18 of this Collective Agreement, in accordance with the procedure described in clause 6.10, provided that he/she has the qualifications to perform the job normally after an adjustment period of five (5) working days in the Group 1, 2 and 3 classifications, and fifteen (15) working days in the Group 4 classifications and higher groups. The adjustment periods as stated may be extended by mutual agreement between the Union and the Employer.
- b) Any employee with seniority who is bumped shall also have the opportunity to bump an employee with less seniority, namely the most junior employee of the classification, as long as he has previously held the position or a comparable position, in accordance with the mechanism prescribed in subsection 6.9a.
- c) For layoff purposes as described in Clause 6.8, bumping of employees between the Group 1 and 2 classifications shall be permitted.
- d) If an employee is transferred to a lower classification following a layoff, such an employee shall immediately receive the hourly base rate of the lower classification.

- 6.10 The employees laid off under clause 6.8 shall see their name, seniority and classification posted for at least eight (8) working days before the beginning of the layoff. The Employer shall provide the Union with the list of laid-off employees before the posting.

- a) A laid-off employee shall have forty-eight (48) hours, except for Saturday, Sunday and other holidays, following the posting of such a list, to submit a written application for bumping to the Human Resources Department in three (3) copies. One copy shall be for the employee, one for the Union and one for the Employer. The purpose of this application shall be to prove that he/she has more seniority and is qualified to perform the work of an employee appearing on the seniority list. An employee absent during the posting period shall be entitled to complete such an application to the Human Resources Department upon his/her return to work.
- b) The third (3rd) working day after the layoff is posted, two (2) Union representatives and one (1) authorized representative of the Human Resources Department shall meet to discuss the applications submitted under a.
- c) The Employer shall endeavour to grant the employee's first choice in the event of a bumping request for a position he has already occupied or for a comparable position taking into account the employee's competencies and qualifications to the extent that this does not hinder operations.

6.11

- a) Notwithstanding all provisions to the contrary contained in this section, with the exception of those concerning probationary employees, the reduction of the number of employees in a department as a result of the bumping procedure, as previously set forth in Clause 6.9, may be limited by the Employer to 50% of the number of employees of each classification in this department. Any odd numbers of such employees shall be divided in favour of the employee or employees from other departments. When there is only one employee in the classification, he/she may not be bumped without a mutual agreement between the parties.
- b) In cases of extended layoffs where several employees are moved from their classification, the Company shall take into account the employees' choices and their seniority at the time of their transfer, but the final decision will rest with the Employer following discussion with the Union.

6.12 Transfer

- a) When the nature of the operations requires a transfer or transfers of labour from one department to another in order to meet the needs of production, the employees shall be transferred on a voluntary basis by classification, qualifications and flexibility of adjustment to the new department. If no volunteer is available, the employees shall then be chosen in reverse order of seniority within each classification.
- b) An employee may apply for a transfer to an equal or lower classification on a form in three (3) copies, available at the Human Resources Department.
- c) An employee may request a transfer to another department on a form in three (3) copies, available at the Human Resources Department.

- d) The Employer shall not be obliged to grant an application for transfer. The applications for transfer shall be processed at the Employer's discretion, taking into account the qualifications, seniority, reasons invoked for the transfer, availability and efficiency of operations.
- e) A transfer application shall be kept by the Human Resources Department for a one (1) year period.

6.13 Vacant Positions

In order to increase the flexibility and efficiency of operations, the Employer reserves the right to proceed with amalgamation of production lines, when the production schedule so requires. When this results in the moving of employees, thus creating vacant positions, the following procedure shall apply:

- a) When a vacant position arises within a classification, the employees bumped under Clause 6.9a shall be reinstated in their classification by seniority without any posting.
- b) An employee who has been recalled to work in a classification other than that of the vacant position shall also be reinstated by seniority in the position which has become vacant, without there being any posting.
- c) An employee may not refuse to return to his/her classification unless an application for transfer has been made by the employee and approved by the Employer.
- d) If the vacant position cannot be filled under Clauses 6.13 and 6.14, it shall be posted in accordance with Clauses 6.17 and 6.18.
- e) The employees transferred to another department who have a minimum of five (5) years of accumulated seniority shall be reinstated in their department or origin upon resumption of operations.

6.14 Recall

- a) The Employer shall recall laid-off employees in order of the greatest seniority regardless of classification at the time of the layoff during a recall in a classification lower than Group 3.
- b) For employees who belong to Group 3 or higher classifications, the Employer shall recall employees in order of the greatest seniority in the classification where positions are vacant.
- c) An employee recalled by seniority in his/her classification or in a classification other than his/her own shall accept the position offered.
- d) An employee refusing his/her recall shall lose his/her seniority and the Employer shall immediately terminate his/her employment in accordance with Clause 6.3c. The Employer shall notify the Union of such a refusal.

6.15 Notice of recall

If an employee neglects to report to work within three (3) working days after he/she has been sent a recall notice by certified mail at the last address known to the Employer, this employee shall be considered to have resigned and shall lose all his/her rights in accordance with Clause 6.3 unless a mutual agreement between the Union and the Employer is reached regarding the deadline for returning to work. In the event of a postal conflict, the parties shall mutually agree on another mail delivery system.

6.16 The recall period of an employee on extended layoff with ninety (90) or more days of seniority shall be as follows:

- a) Six (6) months for an employee having ninety (90) days to twelve (12) months of seniority;
- b) Twenty-four (24) months for an employee having twelve (12) months or more of seniority.

6.17 Posting and Promotion

The Employer shall post the vacant positions of the Group 3 or higher classifications on all the bulletin boards in accordance with Clause 6.13d for a period of four (4) working days except for Saturdays, Sundays and scheduled holidays.

The posting shall specify the department, the shift, the group number, the classification, the hourly rate paid, the minimum number of employees required and the qualifications required. The regular employees classified may apply to the Human Resources Department during this four (4) day period.

An employee may apply for a classification which represents a demotion for him/her and shall be subject to the same conditions as in the case of a promotion. However, if the employee is returned to his/her former position before the end of his/her probation period, he/she may be able to maintain his/her classification once per eighteen (18)-month period. In all other cases he/she shall be demoted to Group 2.

An employee absent during posting may apply for the posted position within four (4) working days after his/her return to work provided that he/she returns to work within fifteen (15) days of the posting date.

6.18 During posting, the Employer shall consider for a promotion the employees with the most seniority for the vacant positions among employees of Group 3 or higher, based on the following procedure:

Regular employees who have the qualifications and skill required resulting from the tests administered for all these classifications.

a) The aptitude test administration procedure shall be as follows:

i) Posting

The candidates shall provide the Employer with the necessary information (schooling, experience, diploma or competency card, etc.) to be eligible for the aptitude tests.

ii) Time allowed

The Union and Human Resources shall determine the duration of the test which the candidates will be required to pass. The date the test is to be administered shall be indicated in the posting.

iii) Waiting period after failure

A period of three (3) months shall elapse before the candidate can retake the test he has failed.

A period of six (6) calendar months shall elapse before the candidate can retake the test he has failed a second time.

However, these waiting periods may be reduced if the candidate proves that he has taken the required courses or the necessary apprenticeship to be eligible to retake the aptitude tests.

iv) Passing grade required

The candidates who have passed the required aptitude tests shall obtain an overall passing grade of 60%.

When no employee obtains the required passing grade, the Employer, after consulting the Union, may award the position to the candidate with the highest grade. In such a case, the employee shall continue to receive the wage rate of his/her former position until he/she receives the required passing grade, except in the case of demotion. To this end, the employee may ask to take an aptitude test again after beginning in his/her new position, when the employee is ready._

In the event the employee fails the test again, the employee may ask to take the aptitude test again twenty (20) working days later. In the event the employee passes the test, clause 12.2(a) will apply and, for the purpose of this section, the date of the promotion will be the date on which the employee asked to take the test. A form will be prepared to such effect.

v) Verification

The Union reserves the right to examine the results obtained by the employees in the aptitude tests taken.

vi) Changes

The parties shall agree on all changes required in the formulation of the aptitude tests.

- b) Employees who apply for more than one posted position shall specify their first choice, second choice, etc. and the Employer shall award the position after consideration of the employee's first choice.

- c) Notwithstanding the foregoing provisions of this Clause 6.18 and after posting in the plant, the Employer shall be entitled to hire employees who have special competencies and/or special training.
- d) At an employee's request, the Employer shall meet with him/her to explain the reasons why he/she was not selected.
- e) Employees who have been selected for a position by posting will be transferred to this position within forty-five (45) working days following the end of the posting for group 6 and lower classifications. This period can be extended by an agreement between the two parties for classifications 7 and higher.

6.19 The Employer shall notify the Union of:

- a) The name of the employee who obtained the position.
- b) The cancellation of the posting.
- c) If no candidate is selected within a reasonable time not exceeding thirty (30) working days, the posting shall be cancelled. However, this last provision shall not apply when the promoted employee does not succeed in being classified.
- d) The names of the promoted candidates shall be posted on the bulletin boards no later than the month after the position is awarded, if possible.

6.20 An employee who completes a job application for a posted vacant position and uses his right of seniority to obtain the said vacant position, shall have three (3) tryout days after obtaining the position to accept or refuse the said position.

An employee who is no longer interested in working in this/her position shall be returned to his former position within the three (3) day period.

For an employee who has accepted the said position and who is no longer interested after the three (3) day period:

- a) He shall be demoted to an available vacant position in Group 1 or 2.
- b) The right to apply for another posted vacant position shall be suspended for a three (3) month period following the sixty (60) working days (i.e. worked) after the date on which the Employee accepted the vacant position. However, his/her candidacy shall be considered if he/she is the only applicant.
- c) If there is no vacant position available, the employee shall be laid off.

The provisions of the aforementioned clause 6.20 shall not apply in the case of:

- i) An employee who does not qualify to be classified during the period of sixty (60) working days (i.e. worked).

- ii) A new classification.
- iii) An employee who has health problems duly certified by the physician.

They shall be returned to the classification they occupied before the promotion.

Subject to the foregoing, an employee who accepts a position following a posting shall remain in the said position for a period of at least six (6) months before applying for another vacant position, unless he/she is the only applicant.

6.21

- a) When an employee classified in Group 2 or higher is absent from work for no more than five (5) working days, his/her position shall be filled by the pool.
- b) When an employee classified in Group 2 or higher is on an extended absence, i.e. for a period of more than five (5) working days such as a vacation, illness, leave without pay or industrial accident, his/her position shall be offered to an employee in the same classification following a layoff within the plant and/or subsequently to an employee in the same classification from outside the plant.

- i) Temporary position:

If there is no employee who meets the aforementioned conditions, the Employer shall then post a temporary position notice. The temporary position shall be identical to the permanent position, except that at the end of the assignment, the employee shall return to his/her former position instead of being entitled to bumping.

The employee who obtained the temporary position shall be entitled to be reassigned to this same position without there being a new posting, provided that he/she replaces an employee in the same classification.

In the event that an employee does not return to his/her position, the temporarily assigned employee shall become permanent in his/her position. The employee who has obtained this permanent position shall be permitted to refuse recall without being penalized, on condition that he/she has obtained another position in the meantime.

The temporarily assigned employee shall retain all his rights to apply for other posted positions.

6.22 Team Leaders

Team Leaders shall be selected by the Employer, which will consider the Union's opinion in this matter.

Procedure:

- The Employer shall post the notice of vacant position for a period (4) working days, specifying the department or departments.

- Employees interested in applying for the position shall inform the Human Resources Department, which shall inform the Union of the names of the applicants.

Criteria for applying:

- Have the technical knowledge and aptitudes appropriate for the position.
- Have integrity and leadership, innovation, communication and motivational skills, among other qualities.

The selection shall be made as follows:

- Within thirty (30) days of the posting date, the Employer shall interview applicants who have the technical knowledge and aptitudes appropriate to the position.

The interview shall be conducted based on an evaluation grid which shall include the following subjects, among others:

- Leadership
- Innovation
- Communication
- Motivation
- Integrity

The questions asked shall be the same for all applicants, subject to questions for clarification which may be necessary depending on the answers given by the applicants. The Workshop President may attend the interview as an observer.

Each employee shall be awarded a score and the person with the highest score shall be appointed Team Leader. If the score is tied, the Employer shall make the selection on reasonable grounds. The other candidates shall be met to explain the reasons why they were not chosen. The Union may be informed of the criteria in advance and shall verify the evaluation grids.

In the event of another posting, unsuccessful candidates may reapply and shall be entitled to another interview.

The role of the Team Leader shall be to:

- Instruct, coach and advise
- Attend meetings (production, etc.)

- Follow the production planning schedule
- Distribute the work and adapt it if necessary
- Complete the necessary documents
- Assist the employees, when necessary
- Perform all technical work assigned to him/her and, from time to time, perform manual work
- Participate in developing the work charts with Industrial Engineering
- Verification of the time cards

The Team Leader shall not perform management functions such as specified in clause 3.2:

- discipline (communication of disciplinary measures)
 - distributing vacations
 - authorizing overtime hours
 - workforce selection
 - staff evaluation
 - etc.
- a) The Employer may terminate the appointment of a Team Leader at its sole discretion and shall inform the Union of the grounds for its decision.
- b) Any problem in applying this section 6.22 shall be discussed by the Business Agent with the Human Resources Director.

SECTION 7

HOLIDAYS AND VACATIONS

7.1 In the event of a holiday, the Employer shall change its production schedules so that all employees can benefit from such a holiday except in cases of emergency.

7.2

- a) The following days are recognized holidays, in particular: New Year's Day, Good Friday, Victoria Day, St. Jean Baptiste Day, Canada Day, Labour Day, Thanksgiving, Christmas and four (4) days as described:

December 28, 29, 30 and 31, 2009

December 27, 28, 29 and 30, 2010

December 27, 28, 29 and 30, 2011

December 26, 27, 28 and 31, 2012

- b) When December 24 falls on a normal working day other than Friday, it is agreed that in each of these years December 24 shall be an unpaid holiday.
- 7.3 When a holiday falls on a Saturday or a Sunday, this holiday shall be taken either the Friday before or the Monday after, upon mutual agreement between the parties.
- 7.4 The payment for the holidays mentioned in Clause 7.2 shall be included in the regular pay for the week when they report to work. An employee shall receive eight (8) hours of pay at his/her base hourly rate including the shift premium for each of these holidays he/she does not work, provided that he/she meets all the following requirements:
- a) The employee worked his/her last shift scheduled before and his/her first shift scheduled after the holiday; however, this rule shall not apply to an employee who leaves on vacation immediately before or after the holiday, or an employee who obtained written permission from the Employer to be absent from work immediately before or after the holiday, or an employee who presents a justified reason with supporting documentary proof acceptable to the Employer's representatives.
 - i) The rule of paragraph a) shall apply as follows to holidays in the holiday period, which period includes the Christmas and New Year's Day holidays, among others:
 - an employee who does not report for his/her last shift scheduled before the holidays or his/her first shift scheduled after the holidays shall not receive payment for half the total holidays of the holiday period. An employee who does not report for his/her last shift scheduled before the holidays and his/her first shift scheduled after the holidays shall not be paid for all the holidays of the holiday period.
 - b) The words in the foregoing paragraph a) "... his/her last shift scheduled before and his/her first shift scheduled after..." shall be interpreted as a requirement that the employee work the regularly scheduled hours of his/her shift, other than lateness limited to a maximum of one hour. Moreover, the "documentary proof" in question in paragraph a) shall be provided to the Director of Human Resources within forty-eight (48) hours after the employee has returned to work after the holiday.
 - c) The employee was laid off two (2) working days before a statutory holiday as set forth in the Collective Agreement, provided that the employee worked the last scheduled shift.
 - d) The employee was absent due to justified illness for no more than sixty (60) working days before a holiday.
 - e) The employee was absent after an industrial accident on the Employer's premises for a period not exceeding twelve (12) months.
 - f) If an employee eligible for the holiday receives health insurance benefits or benefits under the *Act respecting industrial accidents and occupational diseases*, the Employer shall pay him/her the difference between the earnings lost for this holiday and the benefits he/she receives.

7.5 No employee shall be entitled to holiday pay for the following reasons:

- a) The employee has not vested seniority with the Employer.
- b) The employee was absent for more than sixty (60) working days before the holiday concerned due to illness.
- c) The employee is laid off.

7.6 When a holiday falls within an employee's scheduled vacation period, the holiday shall be paid and the employee may schedule a vacation day on a date outside the scheduled holiday period, at a time agreed upon between the employee and the line supervisor.

7.7 Vacations

- a) For the purposes of calculating vacations, the reference year shall commence on the first (1st) day of January and end on the thirty-first (31st) day of December of the same year and the vacation year during which the employee takes his/her vacation shall be the year following the reference year and commence on January 1 and end on December 31 of the same year.
- b) An employee who has less than one (1) year of continuous service with the Employer during the reference year shall receive one (1) day off for vacation for each calendar month of the reference year during which he worked (maximum 10 days).
- c) An employee shall receive two (2) weeks of paid vacation after one (1) year of continuous service with the Employer as at December 31 of the reference year.
- d) An employee shall receive three (3) weeks of paid vacation after four (4) years of continuous service with the Employer as at December 31 of the reference year.
- e) An employee shall receive four (4) weeks of paid vacation after twelve (12) years of continuous service with the Employer as at December 31 of the reference year.
- f) An employee shall receive five (5) weeks of paid vacation after twenty-four (24) years of continuous service with the Employer as at December 31 of the reference year.

7.8

a) Vacation Pay

An employee who has completed twelve (12) months of service during a reference year shall receive, for each week of vacation for which he/she is eligible, the equivalent of forty (40) hours at the hourly rate applicable on December 31 of the reference year or the percentage applicable (4, 6, 8 or 10%) to the total accumulated earnings as at December 31, of the reference year, whichever of the two is greater.

Employees who have not completed twelve (12) months of active service due to absence caused by disciplinary action or leave without pay shall receive, for each week of vacation

to which they are entitled, the percentage of the total earnings applicable during the reference year.

Employees who have not completed twelve (12) months of continuous service shall receive as vacation pay the percentage of the total earnings applicable during the reference year.

b) Attendance Bonus

To counter the plant absenteeism rate, the Employer shall grant an attendance bonus of one hundred five dollars (\$105) for the first two periods of two (2) calendar months without loss of time in the calendar year, excluding the following losses of time: vacations, statutory holidays, compassionate leave, parental leave, leave for jury duty, temporary production stoppages and absences of less than one (1) day for medical treatment of employees covered by the CSST plan. On the same conditions, the bonus shall be one hundred ten dollars (\$110) for the third and fourth two (2) month periods in the same calendar year and one hundred fifteen dollars (\$115) for the fifth and sixth two (2) month periods in the same calendar year.

Two (2) month periods:

January and February
March and April
May and June

July and August
September and October
November and December

- c) Employees who hold a union position and/or serve as part-time firefighters shall not be subject to the conditions of Clauses 7.8a and 7.8b provided that a proof of absence caused by their duties is provided to and approved by the Employer.

7.9

- a) An employee leaving the Employer's employ who has not taken his/her vacation within the current vacation year shall be entitled to the applicable vacation pay, in lieu of vacation, plus the applicable percentage of his/her wages after the January 1 preceding the date of his/her departure.
- b) An employee who is laid off and who has not taken his/her vacation within the current vacation year shall be entitled to the applicable vacation pay, in lieu of vacation, plus the applicable percentage of his/her wages after the January 1 preceding the date of his/her departure.
- c) An employee who has accumulated twelve (12) months or less of seniority since his/her hiring date shall receive upon a layoff the total percentage of his/her applicable earnings for vacation purposes.

An employee with more than twelve (12) months of seniority may, upon a layoff, keep or receive the total percentage of his/her earnings for vacation purposes.

- 7.10 An employee who is recalled to work and who received his/her vacation pay at the time of his/her layoff shall receive for vacation pay the applicable percentage of his/her earnings since his/her recall date.
- 7.11 Vacations shall be distributed and taken as set out in this section 7.11.

Choice and acceptance of vacation

From November 1st to December 1st of each year, each employee entitled to an annual vacation shall indicate, on a form issued by the Employer, the weeks of vacation he would like to take for the following calendar year. The employees' vacation selection shall comply with the principles and percentages set out in this section.

The Employer's acceptance procedure for the weeks of vacation indicated by the employees shall begin at the beginning of December of the year in which the vacation selection is made by the employees. The official schedule used for annual vacations shall be issued no later than January 1st of the year in which the vacation is to be taken. No change to the official schedule shall be accepted, except with the express consent of the Employer.

There shall be three (3) rounds for the authorization of employee vacations in accordance with the principles and percentages set out in this section:

- a) a first round shall authorize the first three (3) weeks of vacation of each of the employees covered by the collective agreement (i.e. weeks 1, 2 and 3 if the employee is entitled to three (3) weeks of vacation);
- b) the second round shall authorize the fourth week of vacation for employees entitled to it;
- c) the third round shall authorize the fifth week of vacation for employees entitled to it.

If the employee's selection is not acceptable according to the percentages set out below, the employee in question shall make another choice within twenty-four (24) hours. If the employee is not able to make such a choice at such time, he shall lose his turn.

The Employer's acceptance of the vacation selection shall be based on plant seniority, by classification within each department. However, for certain classifications where there is only one employee in one of the departments, the vacation selection shall be accepted based on plant seniority, by classification among all departments where certain employees have the same classification.

Maximum percentages of workforce on vacation

The following percentages shall be followed in granting annual vacation:

- a) weeks 1 to 24: no more than five per cent (5%) of the workforce of a classification within each department may be on vacation at the same time;
- b) weeks 25 to 27: no more than ten per cent (10%) of the workforce of a classification within each department may be on vacation at the same time;

- c) weeks 28 to 30: no more than fifty per cent (50%) of the workforce of a classification within each department may be on vacation at the same time;
- d) weeks 31 to 33: no more than fifty per cent (50%) of the workforce of a classification within each department may be on vacation at the same time;
- e) weeks 34 to 36: no more than ten per cent (10%) of the workforce of a classification within each department may be on vacation at the same time;
- f) weeks 37 to 52: no more than five per cent (5%) of the workforce of a classification within each department may be on vacation at the same time.

However, as mentioned above, for certain classifications where there is only one (1) employee in one of the departments, the percentages indicated above shall be applied to the workforce of a classification among all the departments where certain employees have the same classification.

These percentages may be reviewed and increased only, based on the workforce in place at the time of vacation selection by the employees.

Summer vacation

In accordance with the principles and percentages set out in this section 7.11:

- a) Employees entitled to one (1) week of vacation shall be obliged to take their annual vacation during week 30 or week 31 if the percentages of the maximum number of employees on vacation so allow, except with the consent of the Employer.
- b) Employees entitled to two (2) weeks of vacation shall be obliged to take their annual vacation between weeks 29 and 32 if the percentages of the maximum number of employees on vacation so allow and shall choose between weeks (i) 29 and 30 or (ii) 31 and 32 (with no overlap), except with the consent of the Employer.
- c) Employees entitled to three (3) weeks of vacation or more shall take at least two (2) consecutive weeks of vacation between weeks 29 and 32 and, in so doing, shall choose between weeks (i) 29 and 30 or (ii) 31 and 32 (with no overlap), except with the consent of the Employer. If they wish to take three (3) consecutive weeks between weeks 28 and 33, they shall choose between (i) weeks 28 to 30 and (ii) weeks 31 to 33 (with no overlap), except with the consent of the Employer.
- d) The fourth and fifth weeks of vacation of employees entitled thereto shall be granted by the Employer in accordance with the principles and percentages set out in this section 7.11.

The Employer agrees to consider special requests from employees who are entitled to two (2) weeks vacation or less and who wish to take their vacation outside of the summer period (weeks 28 to 33) but shall not be obligated to grant such special requests.

General principles

Employees entitled to four (4) weeks of annual vacation or more may replace their fourth and/or fifth week of vacation time by an equalizing compensation, if they so request. As for the third (3rd) week, this compensation may be paid upon arrangement between the employee and the Employer.

Employees may take their annual vacation by the day up to a maximum of five (5) days per year after prior notice and agreement between the Employer and the employee. Such prior notice shall be thirty (30) days for any vacation day to be taken on a Monday, a Friday or a working day immediately preceding or following a recognized holiday under subsection 7.2. The percentage of vacation allowed as set out above shall apply to such annual vacation to be taken by the day. In other cases, the prior notice shall be five (5) working days and the percentage of vacation allowed shall be two per cent (2%) of the workforce of a classification.

The parties acknowledge that major maintenance and repair work will be carried out during the summer vacation periods. Consequently, and notwithstanding the above-described vacation plan, the parties shall agree, before the start of the summer vacation period, on a vacation timetable specific to the Maintenance Department which takes into account the Employer's maintenance and repair requirements.

- 7.12 Employees who have not chosen their vacations before the permitted dates may not use their seniority privilege to choose their vacations on a date already scheduled by another employee.

It is understood that it shall be up to the Employer to decide on what date an employee may take his/her vacation.

During vacation periods, the employees shall cooperate with the Employer to ensure the plant's efficiency.

- 7.13 Vacations may not be accumulated and shall be taken during the current vacation year.
- 7.14 Vacation pays shall be remitted to the employees on the vacation date for each week of vacation, unless the employee formulates a request under Clause 7.10.

SECTION 8

UNION SECURITY

- 8.1 The Employer shall withhold from the pay of each regular employee, subject to this Collective Agreement, a sum equal to the dues fixed by the Union for its members and shall remit monthly the sums thus collected during the previous month to the Secretary-Treasurer of District 11 of AIMTA (5255 Henri-Bourassa St. W., H4R 2M6), at the same time as a list of the employees concerned and the following information:

- a) their name;
- b) the pay period;
- c) the amount of union dues; and
- d) the accrued amount of union dues.

The list(s) shall indicate whether an employee is absent for illness, occupational injury (CSST), is laid off, has resigned or has retired.

- 8.2 The Union shall give the Employer written notice of the amount of such weekly union dues. In this notice to the Employer, the Union shall also designate the person authorized to receive these union dues from the Employer.
- 8.3 The Employer shall notify the Grievance Committee weekly of the hiring or recall of any employee and shall deliver a list containing the name, the employee number, the department, the classification and the hiring or recall date.
- 8.4 The Employer shall notify the Department's representative of the reason for the dismissal of any employee covered by this Collective Agreement at the same time as the Employee is notified of his/her dismissal.
- 8.5 The Union agrees to provide the Employer with the names of all its officers, committee members and representatives.
- 8.6 The Employer agrees to allow the Union to post union information on the bulletin boards supplied for this purpose by the Employer. It is understood, however, that such information to be posted on such bulletin boards shall be approved in advance by the Director of Human Resources.
- 8.7 Every employee who represents the Union shall obtain a leave of absence without pay to conduct union business or attend union meetings. The Union agrees to give the Employer sufficient advance notice to replace the employee concerned.
- 8.8 An employee elected or hired full time by the I.A.M.A.W. shall receive a leave of absence, without pay or benefits of any kind, with the exception of life insurance, supplemental health insurance and the dental plan, for a period not exceeding the term of office. Such employee shall continue to accumulate seniority during such leave of absence. However, more than one employee could benefit from the provisions of this clause after mutual agreement between the Employer and the Union.

The employee shall reimburse to the Employer, through the Union, the premium stipulated in the life insurance, supplemental health insurance plan and dental plans. He/she shall pay the same established amount in force as all the other employees governed by this Collective Agreement.

- 8.9 The Employer recognizes a Union Bargaining Committee composed of five (5) employees and one representative of the International Association of Machinists.

This five (5) person committee shall represent the employees during negotiation of the Collective Agreement and shall not suffer any loss of wages during the bargaining sessions for renewal of the Collective Agreement.

- 8.10 The Employer shall deliver to the Union, every three (3) months, fifteen (15) copies of a seniority list of all employees covered by this Collective Agreement. This list shall indicate the group, classification and department to which the employee belongs and the seniority accumulated by each employee.

8.11

- a) In accordance with the procedure in effect at the time of execution of this Collective Agreement, the Workshop President shall be given full-time leave with pay according to his/her classification. He shall only be assigned to the day shift.

In the performance of his/her duties, he/she shall see to the application and administration of the Collective Agreement with the object of promoting and fostering harmonious labour relations. He shall report to the plant according to the plant's normal schedule. When absent from the plant, he shall not be remunerated by the Employer. When absent from the plant, the Workshop President will be replaced by a member of the grievance committee, subject to a five (5) working days notice from the Union. This clause shall take effect to the extent that the number of employees who are members of the negotiating unit exceeds 750. Under this number, the parties shall agree on a new procedure while abiding by the principle of a full-time leave with pay.

- b) The other Union officers may work on the day shift, as stipulated in clause 6.4.

8.12 An employee who has accepted a permanent fixed schedule on the evening or night shift, before returning to a three-shift schedule, shall give the Employer written notice ten (10) working days before his/her schedule change, except for those who have obtained a position by posting (see clause 6.17).

8.13 After an employee is hired, the line supervisor shall introduce him to the shop steward of the sector or department.

8.14 The Company shall make offices available to the Union to allow it to deal with the plant's regular union business.

SECTION 9 GRIEVANCE PROCEDURES

9.1 The parties to this Collective Agreement shall meet through the intermediary of their respective authorized representatives to monitor and ensure the application of the said Collective Agreement, its amendments, renewal, negotiation and interpretation, and to discuss and resolve promptly all disputes, complaints or grievances which may arise between the parties.

9.2 The Grievance Committee composed of regular employees of the Employer, who shall have been on the Employer's payroll continuously for one year, shall be elected by the Employer's employees who are members of the Union, according to the method prescribed by the Union. The Union shall give the Employer written notice of names of the Grievance Committee members. An employee from any department may be summoned when this is considered necessary by both parties and may participate in the discussions until the grievance in question is resolved.

9.3 Any grievance, complaint or dispute between an employee and the Employer shall be handled in the following manner:

Stage One:

An employee who wishes to file a complaint shall discuss it personally with the Employer's duly appointed representative with or without the presence of his/her union steward, at the employee's option. If a satisfactory settlement is not obtained within two (2) working days of this complaint, the employee, along with his/her union steward, shall file his/her complaint in writing on the form recognized by the Union and the Employer, and the grievance shall be forwarded by the Grievance Committee to the designated representative of the Employer, and all such complaints shall be "grievances" subject to the procedure hereinafter set forth.

In order to facilitate the application of the steps of the grievance procedure, a weekly meeting will be scheduled with the Grievance Committee to discuss ongoing grievances.

Stage Two:

- a) This grievance shall be discussed by the Grievance Committee with the sector manager or Human Resources within seven (7) working days of receipt of the grievance. The sector manager or Human Resources shall give written notice of its decision in writing within five (5) working days of the meeting of the Grievance Committee and, in each case where the Union is satisfied with such decision, the Grievance Committee shall countersign the Employer's copy.
- b) The Stage Two and/or Stage Three meeting shall be a meeting scheduled by agreement between the parties.

Stage Three:

If a satisfactory settlement of the grievance is not obtained in Stage Two, such grievance shall be discussed by the Grievance Committee and the Business Agent or the I.A.M.A.W. representative with the Director of Human Resources and/or the General Manager within fifteen (15) working days, depending on the availability of the parties, following receipt of the Stage Two response. The Director of Human Resources and/or the General Manager shall render a decision in writing within ten (10) days of the end of the Stage Three discussions and, in each case where the Union is satisfied with such decision, the Grievance Committee and/or the Business Agent shall countersign the Employer's copy.

A technical error in the presentation of the grievance shall not invalidate it. A technical error means, for example, the citation of the wrong section, an error in date or any other error of a similar nature. The deadlines stipulated for the different stages shall not be considered a technical error.

9.4

- a) Any dispute between the Employer and the Union regarding the application or the interpretation of this Collective Agreement and any allegation by either party that the other party has violated any provision of this Collective Agreement, or any grievance arising from an administrative or disciplinary action, shall be considered a grievance when written notice thereof has been delivered by the party considering itself to be injured to the other party. Such grievance shall be submitted to Stage Three.

- b) The Union shall be entitled to present a collective grievance at Stage Three of the grievance procedure. The Union agrees not to use this clause to get around the provisions of this Agreement.
- 9.5 If no agreement is reached at Stage Three of the grievance procedure, either party may submit a grievance as defined in Clause 9.4 to arbitration within a delay of thirty (30) working days following the written response of Stage Three.
- 9.6 Grievances submitted to arbitration shall be referred to the following arbitrators:
- i) Me Claude H. Foisy
 - ii) Mr. Noël Mallette
 - iii) Me André Bergeron
 - iv) Me André Sylvestre
 - v) Me François Hamelin
- In the event that any of the above arbitrators is unavailable to hear a grievance within a period of six (6) months following the date on which the grievance was referred to him, said grievance will be referred to the following arbitrator whose name appears on the list above.
- 9.7 The two parties shall pay the arbitrator's fees and expenses in equal shares.
- 9.8 The arbitrator shall have no jurisdiction to correct or change any of the provisions of this Collective Agreement or to substitute any new provision therein for any existing provision, or to render a decision incompatible with the terms and provisions of this Collective Agreement, but shall have authority, within the limitation of the Collective Agreement, to dispose of the grievance by such measures which are just and equitable in his or her opinion. The arbitrator, in the case of a grievance involving a disciplinary action, shall be entitled to amend such measure in a manner which, in the arbitrator's opinion, is just. The arbitration ruling shall be final and binding on the parties.
- 9.9 The time limits described in this grievance and arbitration procedure may be extended by mutual agreement between the parties concerned.
- 9.10 The employee concerned, the shop steward and/or a Union representative may have reasonable time to discuss a dispute or a grievance. However, any such person shall inform his management representative to obtain authorization to leave his section or department, which shall not be unduly refused to him. The duration of the absence shall be agreed to in advance.
- 9.11 No grievance shall be considered when its alleged circumstances began or occurred more than three (3) weeks prior to its first submission as a written grievance to the other party, unless the person filing the grievance was unaware of the alleged circumstances or was physically incapable of submitting his grievance during this three (3) week period, and in such latter case any claim by an employee shall be limited to a period of eight (8) weeks of work scheduled by the Employer, from the date when the grievance arose.
- 9.12 If no agreement is reached at Stage Three of the grievance procedure, the parties may agree to extend the delay set forth in section 9.5. Such an extension may not exceed eighteen (18) months.

SECTION 10

MISCELLANEOUS PROVISIONS

10.1 Recognition

- a) The Union agrees that personnel from outside the bargaining unit may perform the work of employees on the following conditions:
 - i) In case of emergency when employees who are familiar with the work required are unavailable.
 - ii) In the performance of necessary tasks required when difficulties arise on the job.
 - iii) To instruct or train employees or to establish new methods or standards.
- b) The Employer shall meet the Workshop President and the Business Agent to discuss any sub-contracting of work governed by the union certification.
 - i) The Employer shall do everything in its power not to use subcontractors.
 - ii) However, the Employer may call upon subcontractors when it does not own the adequate equipment to perform the work; does not have employees qualified to perform the work, or does not have the availability to perform the work within the prescribed schedule targets.
 - iii) The employees' rights shall be preserved even if the Employer calls upon subcontractors during the Collective Agreement in force.

10.2

- a) The Employer may establish new job classifications. Thirty (30) days' notice concerning these new job classifications and the appropriate rates shall be given to the Union. Any disagreements regarding a new classification and/or rate may be resolved by the grievance and arbitration procedure.
- b) Any employee who has worked in the new classification before an agreement is made between the parties shall be paid retroactively for all the hours worked at the agreed rate of the new classification in accordance with Clause a.

10.3 Transfer Out of the Bargaining Unit

- a) An employee of a bargaining unit who has been or who will be promoted or transferred to a position outside the bargaining unit or to a position of foreman or supervisor may return, or be returned to the unit in his/her classification during the six (6) months following his/her promotion outside the unit, and to the general production classification during the following six (6) months, if his/her seniority so allows.
- b) Following this total twelve (12) month period, he/she loses the right to return to the unit as well as his/her accumulated seniority. This clause does not apply to employees

transferred to another bargaining unit who retain their seniority without, however, accumulating any following their transfer.

- c) The time spent outside the bargaining unit shall be credited for purposes of calculating vacation entitlement only. If, upon his/her return, his/her seniority no longer allows him/her to join the unit, he/she will then be placed on the list of laid-off employees, in the rank to which he/she is entitled by his/her seniority, and will be subject to the provisions of Clause 6.14 of this Agreement.
- d) An employee who is temporarily appointed to a job excluded from the bargaining unit shall retain his seniority and continue to accumulate seniority. This temporary appointment shall not exceed six (6) calendar months, except by mutual agreement of the parties.

10.4 The Employer agrees to maintain the present working conditions and the privileges pertaining to tools and safety equipment during the term of this Collective Agreement.

10.5 Technological Change

- a) The Employer shall notify the Union within thirty (30) days prior to its decision to review any new production method resulting from a technological change and directly affecting one of the classifications described in the Collective Agreement.
- b) If, during the term of the Collective Agreement, there is a reduction in jobs or abolition of a classification or classifications due to technological change, the affected employees may exercise their seniority right by availing themselves of the bumping procedure as described in Clause 6.10 of the Collective Agreement.
- c) The Employer and the Union agree to work jointly to solve the problems which may be caused by coaching, transfer, abolition or amalgamation of positions and early retirement of employees affected by technological change. Employees affected by a merger, demotion or abolition of a position may benefit from a circled rate until the maximum rate of their new classification has reached the maximum rate of their classification. Once this level is reached, the employee shall benefit from the wage increases stipulated in the Collective Agreement for these new classifications.

10.6 Disciplinary Notice

Disciplinary notices, including those which result in a suspension, shall be declared null and void at the end of a period of eighteen (18) months from the anniversary date of such notices, provided that the employee's record remains free of disciplinary notices of a similar nature during such eighteen (18) month period.

When the aforementioned period has expired for a written notice, it may not be used in the case of subsequent disciplinary action.

The Employer commits itself to taking disciplinary action within ten (10) working days of knowledge of the event which gave rise to the presumed offence. If this deadline is not met, the

disciplinary action shall not be valid. This deadline may be extended upon agreement by the parties.

10.7 Maternity and Parental Leave

The maternity and parental leave prescribed by the *Act respecting Labour Standards* and its regulations are an integral part of this Collective Agreement as if they were negotiated and accepted in their entirety by the parties.

The Employer undertakes to consider requests to split the maternal or parental leave, the whole subject to the operation needs, planning requirements and the vacations of other employees.

10.8 Leave Without Pay

A leave without pay for a period not exceeding thirty (30) days for personal reasons other than to look for or hold a job elsewhere may be granted to an employee who so requests, provided that the efficiency of operations is not affected. The written application shall be delivered to the Human Resources Department thirty (30) days before the starting date of the leave for approval. A leave without pay of a prolonged duration in order for an employee to return to school or for humanitarian reasons may be granted by mutual agreement between the Employer and the Union.

An employee on leave without pay shall only retain the seniority which he/she has accumulated as at the date of the leave and shall accumulate no seniority during the leave without pay. Upon returning from the leave without pay, the employee shall be reinstated in his/her classification as long as it remains available.

10.9 Compassionate Leave

- a) The Employer shall grant five (5) consecutive days of leave with pay to employees with seniority upon the death of their father, mother, spouse or any of their children.

For the purposes of this subsection 10.9, "spouse" means persons:

- i) who live together and are bound by a marriage or civil union; or
 - ii) of the opposite sex or the same sex, who live together in a marital relationship and who are the father and mother of a child; or
 - iii) of the opposite sex or the same sex, who have been living together in a marital relationship for at least one (1) year.
- b) The Employer shall grant three (3) consecutive days of leave with pay to employees with seniority upon the death of one of their brothers or sisters, son-in-law or daughter-in-law, or the father or the mother of their spouse.
- c) The Employer shall grant one (1) day of leave with pay to all employees with seniority upon the death of their grandfather or grandmother, a grandchild or a brother-in-law or sister-in-law.

- d) However, in the event of a cremation, the employee may move one (1) of the days of leave on the day of the cremation.
- e) The claim for payment of such leave shall be filed with the Employer by the employee within two (2) weeks of the death.
- f) Holidays, vacations, leaves of absence (e.g. work stoppage for inventory, personal absence, production stoppage, leave without pay, etc.), absences for illness or industrial accidents shall count as leave of absence in the event of the death of a close relative and shall reduce the number of days paid to an employee under this clause.

However, employees on vacation may take the number of days granted by subsection 10.9 as leave without pay immediately after their programmed vacation period.

10.10 Jury Duty

When an employee with seniority is selected or summoned for jury duty during a working day, he/she shall be excused upon notice to the Human Resources Department and shall be reimbursed for the hours spent as a juror. When an employee is released from jury duty, he/she shall report to work immediately if the remainder of his/her shift's work time is equal to or greater than half a shift. To be eligible for payment under this clause, the employees selected or summoned for jury duty shall provide the Human Resources Department with a court certificate indicating the time spent as a juror.

10.11 Participatory Management

The Employer and the Union agree to work jointly to improve the efficiency, productivity and profitability of the operations.

The Employer, with the cooperation of the Union, shall introduce training programs for employees to increase their knowledge and competencies in quality management and work process reorganization and their technical knowledge regarding equipment maintenance and operation.

The Employer shall consult the Union regarding the content of the training programs and the criteria required to be eligible for these programs. The final decision regarding the choice of training programs and employees shall rest exclusively with the Employer.

In the case of training outside the plant, travel, meal (up to a maximum of \$15) and parking costs shall be reimbursed on a monthly basis by the Employer to the employees, subject to the submission of receipts by the employees.

10.12 Training and Professional Improvement

The Employer and the Union agree that it is important to promote employee training and professional development. Employees wishing to pursue personal training shall meet the following eligibility conditions to be entitled to reimbursement of tuition:

- a) Be a Permanent Employee;

- b) Have obtained the advance authorization of a representative of the Human Resources Department;
- c) Have passed the courses.

The Employer shall reimburse the total tuition (including books) to any employee who so requests, up to a limit of five hundred dollars (\$500.00) per calendar year, provided that this training is profitable to both parties.

10.13 Production Stoppage

- a) In the event of a production stoppage of one (1) week or more for equipment maintenance, the employees called upon to work during that period shall be chosen according to their qualifications, competencies, availability and seniority if they are capable of performing the work. A meeting with the Union shall be held to discuss the selection of the chosen employees before assignment.
- b) For the purpose of taking inventory, the employees would be chosen according to their skills, experience and ability to ensure the accuracy of the inventory count while respecting seniority to the maximum. This shall be done on a Friday and continue on Saturday and Sunday if needed and can not be preceded or followed by a temporary layoff made in order to proceed to taking inventory.

10.14 "Employee Assistance Program" (E.A.P.)

- a) In order to counter the rate of absenteeism at the plant, the parties recognize the "Employee Assistance Program" as an independent body.
- b) The purpose of this Clause is to confirm that the "Employee Assistance Program" for the victims of alcoholism and other addictions which was introduced in January 1987 shall be maintained according to the terms established between the parties.
- c) However, it is agreed that the "Employee Assistance Program" shall neither affect nor amend the provisions of this Collective Agreement.
- d) The parties agree to pursue prevention and information work fostering the good health and well-being of the employees.

SECTION 11 GROUP INSURANCE

A committee composed of four (4) representatives (2 Union and 2 Employer) called the "Insurance Committee" shall be mandated to study certain claims for purposes of ensuring better service.

After an employee has completed his/her probationary period, he/she shall become eligible for the following benefits:

11.1 Insurance

LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Life insurance \$15,000.

Accidental death and dismemberment \$15,000.

RETIREMENT LIFE INSURANCE

When an employee retires or takes early retirement at age 55 or more, the amount of his/her life insurance shall be two thousand dollars (\$2,000.00) with waiver of premium.

WEEKLY DISABILITY BENEFITS

The weekly benefit shall be equal to 65% of the wage up to a maximum amount of \$675. The benefits shall commence from the first day of disability in the case of an accident, or hospitalization and from the fourth (4th) day in the case of illness and shall be payable for no more than twenty-six (26) weeks during the same disability period.

SUPPLEMENTAL HEALTH CARE

Hospitalization: up to 100% of the difference between the public ward and a semi-private room.

Pharmaceuticals, ambulance and services defined in the insurance brochure:

Up to 90% of the costs after a deductible of \$25.00 per family.

Costs of a stay in a detoxification clinic up to a limit of one hundred dollars (\$100) per day, with a lifetime maximum of \$2,500.00.

The employees shall pay 12% of the cost of the premiums.

DENTAL PLAN

Dental insurance shall cover reasonable and usual expenses, up to the amounts indicated in the summary of the plan.

The employees shall pay 23% of the cost of the premiums.

OPTICAL EXPENSES

Eye examinations, lenses and frames, including adjustment of prescribed corrective lenses, smoked or not, including contact lenses, subject to an aggregate maximum of \$220 per person per 24-month period.

DRUG CARD

A drug card shall be offered to the employees under the plan of the insurer La Maritime. The Employer shall defray 80% of the cost of the premiums and the employees shall pay 20% of the cost of the premiums.

NOTE: An employee eligible for the group insurance plan shall fill in a membership card and name a beneficiary.

11.2 Pension Plan

Effective March 18, 2010, the Employer shall contribute to the I.A.M. Employer-Union Pension Plan (Quebec) \$26.00 per week for each week worked or paid, except for days of absence for personal reasons. The contribution will be of \$26.25 per week from March 18, 2011 onwards and of \$26.50 from March 18, 2012 onwards.

This contribution shall be paid only for regular employees who have completed their probation period.

OPTIONAL EARLY RETIREMENT

An employee may take early retirement at age 61. The Employer undertakes to cover the benefits penalty of the I.A.M.A.W. Quebec pension plan up to age 65.

The hospital and medical insurance benefits shall be maintained for retired employees from age 61 until the date of their sixty-fifth (65th) birthday.

Severance pay

Severance pay shall be offered to employees who are 61 years of age or who have 15 or more years of seniority.

Furthermore, a severance pay shall be offered to employees who are 62 years of age or more and who have 10 or more years of seniority.

The amount of this severance pay shall be paid according to the employee's age upon departure, such as it appears in the following table:

If the employee retires at 61 or 62 years of age, the severance pay shall be \$600 per year of service.

If the employee retires at 63 years of age, the severance pay shall be \$500 per year of service.

If the employee retires at 64 years of age, the severance pay shall be \$400 per year of service.

If the employee retires at 65 years of age or more, the severance pay shall be \$300 per year of service.

For each year of the Collective Agreement, a maximum of fifteen (15) employees shall be eligible for the aforesaid early retirement plan. If this number is not reached in a given year, a maximum of five (5) retirements not taken may be carried over to the next year, without going beyond the expiration date of the Collective Agreement.

Fonds de Solidarité des Travailleurs du Québec (FSTQ) / Deduction at Source :

The Employer agrees to cooperate with the Union to allow interested employees to subscribe, through the payroll savings method, to the savings plan of the Fonds de Solidarité des Travailleurs du Québec (FSTQ), according to the terms and conditions prescribed in that Fund.

11.3 Retirement Preparation Course

The Company shall grant a three (3) day leave with pay to employees age fifty (50) or over to take the retirement preparation courses offered by the AIMTA. The Employer reserves the right to plan these absences and require an attendance certificate. This leave shall only be granted to an employee once during his/her lifetime. A maximum of thirty (30) employees per year may attend these retirement preparation courses.

SECTION 12

WAGES

12.1 The base hourly wage rates shall be those in force on the effective date for the term of this Collective Agreement.

12.2

- a) An employee promoted to a higher classification where the difference in the base rate is ten cents (\$0.10) or more shall receive an increase of fifty percent (50%) between his/her current rate and the rate of the designated classification. Thirty (30) working days after his/her promotion, he/she shall receive the rate of the designated classification.
- b) An employee who is promoted to a higher classification and who is qualified because of previous experience acquired in such classification during the previous year, shall be paid at the rate of such classification immediately upon his/her promotion. However, if he/she did not work in such classification in the year prior to his/her promotion, he/she shall receive the rate of such classification one month after his/her promotion to such classification, provided that he/she is qualified for a higher classification.

12.3 An employee working in two or more classifications shall be paid at the rate of the higher classification if two hour per day or more of his/her work is performed in this classification.

12.4 The Grievance Committee and each employee shall be notified of the change of his/her classification.

12.5 Starting Rate

- a) Unskilled:

A new hire shall be paid at the rate of four dollars (\$4.00) less than the rate for the classification to which he/she is assigned. He/she shall receive an increase of twenty-five cents (\$0.25) per hour every three (3) months until he/she reaches the hourly base rate of the assigned classification. This rule shall continue to apply to employees promoted to a higher classification during the progression period, notwithstanding clauses 12.2a and 12.5b

- b) Skilled in the Classification:

A new hire, with competency and/or experience in the classification for which he/she is hired, shall be paid at the hourly base rate of the grade at which he/she is hired.

c) Student:

A student hired for the period from May 1 to September 1 shall be paid according to the Letter of Understanding appended hereto.

d) Occasional worker:

An occasional worker in the "General Production" classification who is not otherwise a regular employee of the Employer shall be paid at a rate of one dollar (\$1.00) less than the unskilled starting rate provided for in clause 12.5 (a) but shall not be eligible to the twenty-five cents (\$0.25) per hour raises provided for therein.

An occasional worker in a classification above that of "General Production" or a regular employee of the Employer working as an occasional worker in the "General Production" classification shall be paid at a rate of two dollars (\$2.00) less than the rate of the classification in which he/she works.

SECTION 13

HEALTH AND SAFETY

- 13.1 The Employer and the Union agree to cooperate with each other to eliminate industrial accidents so as to ensure the best possible level of employee safety and health.
- 13.2 A Parity Safety Committee shall be composed of the number of union representatives specified in section 6.4 and an equal number of Employer representatives. Each party shall name a substitute who shall act in case of absence of a representative.
- 13.3 The Committee shall meet twice a month. One of the two meetings shall only serve for inspection of the work environments to obtain a good knowledge of the conditions of the premises. The other monthly meeting shall serve to study the observations made during these tours and the relevant statistics related to health and safety.

Role of the Parity Committee:

- a) Work to prevent accidents
- b) Eliminate dangerous conditions
- c) Study all accident and incident investigations
- d) Make recommendations to management
- e) Study implementation of new projects for health and safety
- f) The minutes of these meetings shall be delivered within a reasonable time following the meetings to all members of the Committee.
- g) If urgent cases arise, a meeting shall be held immediately at the request of either party.

- 13.4 The Union and the Employer, through their representatives on the Parity Safety Committee, agree to cooperate in applying the workplace safety measures.
- 13.5 When the Employer introduces any new equipment or process or when the Employer uses or introduces chemical, liquid or gaseous substances which may be or may become a hazard in a workplace, the Employer shall notify the employees concerned of the precautions to take and to be observed for their protection and shall provide relevant health and safety training by a trainer.
- 13.6 The employees shall be required to observe the health and safety measures put into force by the Safety Committee and/or the Employer.
- 13.7 Each employee shall be responsible for the cleanliness and orderliness of his machine or his work tools and his immediate work surroundings.

13.8

- a) When every effort has been made by the Employer, the Committee and the CSST to adapt the position of an employee who is the victim of an industrial accident resulting in permanent functional limitations, if the position cannot be adapted, then this employee may use his seniority to bump an employee with less seniority in classification 2.01, general production, in a position in which he will be capable of working, in view of his limitations. The Employer and the Union shall jointly determine the position or positions available in view of his limitations.
- b) The employee who is bumped in this way shall have the opportunity to stay in his department if his seniority allows it. Otherwise he shall be reassigned to a position in accordance with his seniority. If the position of the employee who is the victim of an industrial accident is Group 3 or higher, his/her position shall be subject to the provisions of clauses 6.13 or 6.14. However, if this is for a known temporary period, it shall be awarded according to the provisions of clause 6.21.
- c) An employee who, following an illness or personal accident and who, according to a medical certificate approved by the Employer and the Union, has one or more permanent physical functional limitations, may also use this provision.
 - i) An employee who is injured in an industrial accident and who is sent either to a physician or to the hospital shall be compensated for the hours lost on the day of the accident, at his applicable hourly rate (maximum eight (8) hours or twelve (12) hours). He shall also be compensated for a minimum of four (4) hours or (6) hours at his applicable rate for a subsequent visit to the physician or the hospital.

13.9

- a) Any absence due to illness or accident may be verified by the Employer's physician.
- b) An employee who is absent due to illness or accident shall notify the Employer of the date of his return to work before resuming work. The Employer may request an examination by the Employer's physician, before or after the date of the employee's return to work, before accepting the employee's definitive return to work.

- c) All new hires shall undergo a medical checkup. The Employer, as a condition of employment, reserves the right to have an employee reexamined.
- d) Employees shall suffer no loss of wages. Moreover, the expenses incurred (mileage, parking, meals) shall be reimbursed.
- e) All industrial accidents shall be inserted in the appropriate register and the Union shall be kept informed. All inquiries about accidents and/or incidents shall be made jointly by a member of the Parity Safety Committee representing the workers and an Employer representative. The Union may make a copy of the register and will be responsible to ensure the confidentiality of the personal information contained in this copy.

13.10 Safety Shoes

- a) Starting on March 18, 2010, the Employer shall allocate an amount of one hundred dollars (\$100) per calendar year for the purchase of safety shoes or boots for employees with seniority.

Procedure for payment for safety shoes

- i) In the month of March of each year, all employees who were employed by the Employer during the twelve (12) months prior to the date of payment shall receive the total payment stipulated in the Collective Agreement.
 - ii) Employees who were not employed by the Employer during the twelve (12) months prior to the date of payment shall receive an amount in proportion to the months employed by the Employer.
 - iii) New hires or recalled employees shall receive, on the date of payment, an amount in proportion to the months employed by the Employer.
- b) The Employer shall supply four (4) winter clothing for the employees of the Maintenance Department.

13.11 Safety Glasses

The Employer shall defray the cost of safety glasses requiring a prescription for all plant employees.

- 13.12 The Employer will defray the cost of personally-cast hearing protecting devices every twenty-four (24) months.

SECTION 14 OCCASIONAL WORKERS

- 14.1 Occasional workers are included in the bargaining unit and shall be hired only in the “general production” classification unless they are regular employees of the Employer or retired employees in which case they may be hired in the “general production” classification or in another classification.

- 14.2 "Occasional worker" means an employee hired on a variable work schedule, where the number of working hours per week may be irregular.

However, the Employer undertakes to grant them the possibility of working eight (8) consecutive hours (except for the meal period) whenever they are called to work.

An occasional worker shall be entitled to the shift premium.

14.3 Casual Time

A Occasional worker is an employee who may be called upon to perform work for a period not exceeding nine (9) consecutive months, including without limitation to cover a work surplus or to replace employees who are absent or on vacation.

- 14.4 In the event that there are fewer than 1,271 employees in the service of the Employer (excluding occasional workers but including without limitation employees who are not actively working), a casual position may not lead to a layoff or prevent the recall of a regular employee, if the recall period is for more than fourteen (14) calendar days.

- 14.5 Occasional workers may not at any time account for more than twenty-five percent (25%) of the employees in the service of the Employer (excluding occasional workers but including without limitation employees who are not actively working).

14.6 Overtime Hours

An occasional worker shall be entitled to overtime hours, in accordance with the rules specified in the Collective Agreement and calculated at the hourly rate for occasional workers, provided that a regular employee is not deprived of his/her right to overtime hours.

14.7 Seniority

Seniority means the status that an occasional worker acquires after working for ninety (90) working days with the Employer. After this period, seniority shall run from the first working day and shall be expressed in days worked for the duration of service with the Employer. At no time may the seniority of an occasional worker take precedence over the seniority of a regular employee.

- 14.8 Occasional workers shall be placed on a separate seniority list updated by the Employer and delivered to the Union when a change is made.

- 14.9 A laid-off regular employee shall be allowed to choose at any time to work on casual time status during his/her recall period, as defined in Clause 6.16.

When a regular employee chooses to work as an occasional worker, he/she may not accumulate regular status seniority entitling him/her to an extension of his/her recall rights.

- 14.10 Regular employees who choose to work on casual time status shall inform the Human Resources Department and shall be entitled to a preferential assignment according to their availability regarding the list of occasional workers, as per the date of the request. Seniority as occasional workers shall then begin.

14.11 "Casual" Call

An occasional worker shall be called to work, taking into account the qualifications required to fill the position in accordance with the seniority list of occasional workers and subject to the availability established with the Employer, a copy of which shall be delivered to the Union.

- 14.12 An occasional worker who refuses three (3) consecutive times to work according to the availability he/she had established in advance shall lose his/her occasional status and his/her employment as an occasional worker.

The Employer shall notify him/her in writing to this effect with a copy to the Union. If a regular employee is on the occasional list and loses his/her occasional employment, his/her recall rights as a regular employee shall not be affected.

- 14.13 An employee shall be permitted to change his/her availability notice by completing a form with a copy to the Employer and to the Union.

- 14.14 An occasional worker may apply for a position posted under Clause 6.17 and his/her application shall be processed subject to the rights of regular employees

- 14.15 Should an occasional worker become a regular employee, the seniority he/she has acquired as a occasional worker shall be retained but suspended. He/she shall be placed on the list of regular employees as of the date of change in status and shall begin to accumulate seniority as stipulated in Clause 2.1(e). Such employee may be credited only the probation period, if completed.

- 14.16 If no regular employee agrees to fill a temporary position under Clause 6.21, the Employer shall offer such position to the occasional workers. The position shall be granted according to the qualifications and seniority of the occasional workers.

- 14.17 An occasional worker may not be appointed Team Leader.

- 14.18 An occasional worker shall be subject to the provisions of subsection 8.1 and his/her dues shall be subject to the By-laws approved by Local 1148 and the Constitution of the I.A.M.A.W.

- 14.19 An occasional worker shall not be entitled to the benefits stipulated in this Collective Agreement, except for the benefits prescribed by the *Act respecting labour standards* or other legislation.

SECTION 15

TWELVE (12)-HOUR WORK SCHEDULE

- 15.1 Notwithstanding Clause 4 of this Collective Agreement, the Employer shall have the right to create a special work schedule for certain departments or employees when the three (3) shifts do not suffice and/or in the departments when certain services need to be performed on weekends. In this case, the Employer shall give a two (2) week advance notice to the employees and the Union.

These departments or services may include:

- The manufacturing departments (1-9-10-11-12-14-15-20-21-22)

- Receiving, Store (61-64)
- Reliability (84)
- Shipping (45)
- Maintenance (69-70-78)
- Sub-assembly of vitrified plates (39)
- Tooling (71)

The twelve (12) hour schedule shall be maintained in force for a minimum of ten (10) weeks. This schedule shall first be offered to employees of the concerned classifications. In the event of a shortage of volunteers to fill the needs, the Employer may assign the necessary employees by reverse seniority.

a) Working Hours

The work schedule of the assigned employees shall be divided between two (2) shifts over a period of seven (7) days per week. The employees shall work one week of three (3) days (32 hours) and one week of four (4) days (48 hours), such as it appears in Schedule "A" of the Collective Agreement.

The daytime working hours shall be from 6:00 a.m. to 6:00 p.m. and the night time working hours from 6:00 p.m. to 6:00 a.m., except for Sundays. Sundays the daytime schedule shall be from 6:00 a.m. to 2:00 p.m. and the night time schedule from 10:00 p.m. to 6:00 a.m. These schedules may be amended by agreement with the Union.

The shift rotation cycle shall be four (4) weeks. In the event when an employee is permanently assigned to the day or night shift and wishes to be reinstated in the rotation cycle, he/she shall give the Employer a ten (10) day advance notice.

Shift change

The employees assigned to shift A and C, or to shift B and D may request a change of shift by addressing a request to that effect to Human Resources. This request shall be made in the first week of January of each year. The employees will be made aware of the modifications that will be made in the first week of February. The shift change will be effective as of the first week of March. The Employer shall not be required to grant a shift change request. Shift change requests shall be dealt with at the discretion of the Employer taking into account the qualifications, seniority, reasons given for the request, availability and efficiency of operations.

b) Compensation and Premium

The compensation of the employees assigned to this work schedule shall be as prescribed in 18 of the Collective Agreement according to the classification of the positions held by the employees. A premium of \$0.90 per hour shall be added to the classification's hourly rate for the day shift. For

the night shift, this premium shall be \$1.40 per hour (replacing the cumulative premiums that was existing).

Overtime shall be paid at one-and-a-half times the regular wage rate for all hours in excess of the regular work schedule appearing in Schedule "A" according to the terms and provisions of the Collective Agreement and at double the regular wage rate if the employee is called upon to work on a holiday or on a Sunday outside his regular work schedule.

c) Meal and Rest Periods

The employees assigned to the schedule appearing in Schedule "A" shall benefit from two (2) paid meal periods of thirty (30) minutes each and three (3) rest periods of ten (10) minutes each per shift, which shall be taken in the workplace. The employees are not permitted to leave the workplace.

d) Holidays

The employees assigned to the schedule appearing in Schedule "A" shall benefit from twelve (12) paid days off as stipulated in the Collective Agreement, including the shift premium. However, if the employee is on off work on the said holiday, he shall benefit from a paid Sunday off.

e) Special Leave

Special leaves such as those described in clause 10.10 shall continue to apply while not exceeding the hours allowed for the said leaves, namely eight (8) hours and twenty-four (24) hours. However, under special circumstances, the employee may benefit from eight (8) additional paid hours without being penalized under clause 7.8b. Compassionate leave may not exceed 40 hours.

f) Annual Vacations

The annual vacations granted to the employees shall be maintained on the terms and conditions of clauses 7.7 and 7.8 without exceeding the number of vacation hours granted to the employees subject to a forty (40) hour work week. The employees' number of vacation hours therefore may not exceed 80, 120, 160 or 200 hours per year.

An employee wishing to take a vacation day shall see his vacation time bank reduced by 8 or 12 hours depending on the schedule when the vacation day is taken.

Employees wishing to complete their three (3) weeks of vacation taken consecutively in accordance with their regular work schedule may request approval from their immediate supervisor. However, the employees shall incur no penalty under clause 7.8b.

g) Jury Duty

Employees summoned for jury duty shall be paid in accordance with the provision of clause 10.10. However, the employee may not work on weekends when summoned for jury duty during the week.

h) Miscellaneous Provisions

The Employer may cancel the twelve (12) hour schedule or reduce the number of assigned employees upon advance two (2) week notice solely after the minimum ten (10) week period.

The Employer shall maintain the work schedules negotiated in Schedule "A" but, at its discretion, may establish work schedules of ten (10) hours per day, four (4) days a week, during the summer closing period or during the holiday season. However, the same conditions as heretofore mentioned shall apply, except for overtime hours, which shall be paid at the rate applicable after ten (10) hours (see 5).

SECTION 16
DURATION OF THE COLLECTIVE AGREEMENT

This Collective Agreement constitutes the complete agreement between the Employer and the Union. It shall be in effect, subject to the provisions hereof, as of its signing until the seventeenth (17th) of March 2013.

SECTION 17
PERMANENT PLANT CLOSURE

In the event of the permanent closure of the operations of the Employer leading to the permanent layoff of all labour during the term of this collective agreement, employees who have accumulated six (6) months of seniority shall receive an indemnity of four hundred dollars (\$400) (less applicable deductions) per complete year of service. This amount shall be adjusted pro rata for uncompleted years of service.

AND THE PARTIES HAVE SIGNED THIS NOVEMBER 25, 2009

ELECTROLUX CANADA CORP

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, Local 1148, District 11**

SECTION 18
JOB CLASSIFICATION

JOB CLASSIFICATION AND BASIC HOURLY RATES

(*) – Licenses and/or level of education and/or aptitude tests

		Base hourly rate			
		8 November 2009	18 March 2010	18 March 2011	18 march 2012
CODE	GROUP 1	18,35\$	18,35\$	18,65\$	19,15\$
1.01	Janitor, Sweeper, Service Employee				
CODE	GROUP 2	18,48\$	18,48\$	18,78\$	19,28\$
2.01	General Production				

CODE	GROUP 3	18,78\$	18,78\$	19,08\$	19,58\$
3.01	Testing Inspector				
3.02	* Lift Truck Operator				
3.03	Serial Plate Attendant				
3.04	Delivery man (tow truck)				
3.05	Silicone Seal Installer				
3.06	Insulation Installer				
3.07	Porcelain Unhooker				
3.11	Silkscreener				
3.12	Packaging Machine Operator				
3.13	Shear Operator				
3.14	Operator – Floor Washer				
3.15	Apprentice Operator – Enamel Crusher				

CODE	GROUP 4	19,00\$	19,00\$	19,30\$	19,80\$
4.01	Assembly Pool				
4.02	Apprentice Enamel Sprinkler				
4.03	* Visual Inspector				
4.04	* Store Clerk				
4.05	Overhead Crane Operator				
4.06	* Maintenance Attendant				
4.07	* Store Clerk 2nd Team				
4.08	* Hydraulic Drill and Setup Operator				
4.09	* Service Clerk				
4.10	* Truckdriver				

4.11		Operator – Enamel Crusher				
4.12	*	Setup Electrical Connection Crimper *				
4.13	*	Overhead Crane & Lift Truck Operator				
4.14	*	Operator Tool Setup				
4.15	*	Apprentice Inspector (Process & Chemical Analysis)				
4.16	*	Receiving Clerk				
4.17	*	Numeric Control Bending Machine Operator				
4.18	*	Shipping Clerk				
4.19	*	Self-Propelled Lift Truck Operator (1-10)				
4.20	*	Apprentice Operator - Nordson & Ransburg Equipment				
4.21	*	Operator – Self-Propelled Lift Truck & General Production				
4.22	*	Mould Cleaner (Handling)				
4.23	*	Inventory Clerk 3rd Team				
4.24	*	Shipping & Trailer Clerk				
4.25	*	Final controller				
4.26	*	Delivery clerk				
GROUP 5			19,18\$	19,18\$	19,48\$	19,98\$
5.01	*	Skilled Operator				
5.02	*	Operator - Nordson & Ransburg Equipment				
5.03		Metal Finisher				
5.04	*	Lubricator				
5.05	*	Enamel Sprinkler				
5.06	*	Project Support Attendant				
5.07	*	Repairer				
5.08	*	Inspector (Process & Chemical Analysis)				

5.09	*	Auditor – Patroller
5.10	*	Provisioner
5.11	*	Store Clerk – Wool (2nd shift)
5.12	*	Enamel or Paint Repairer
5.14	*	Apprentice Operator-Adjuster – Shear Line
5.16	*	Apprentice Operator-Adjuster - Numeric Control Equipment
5.17	*	Apprentice Tool Setup
5.18	*	Apprentice Operator-Adjuster – Automatic Press
5.19	*	Skilled Operator (Fabricating & Manufacturing)
5.20	*	Apprentice Material Coordinator
5.21	*	Auditor – Patroller Press
5.22	*	Auditor – Patroller Finishing
5.23	*	Provisioning – Silicone Seal Installer
5.24	*	Assembly support - 2

CODE	GROUP 6	19,33\$	19,33\$	19,63\$	20,13\$
6.01	* Apprentice – 1st year (Trade)				
6.02	* Tool Setup Employee – Press and Bending Machine				
6.03	* Material Coordinator				
6.04	* Instructor				
6.06	* Operator-Adjuster – Shear Line				
6.07	* Carpenter				
6.08	* Operator-Adjuster – Numeric Control Equipment				
6.10	* Auditor – Reliability Laboratory				
6.11	* Operator-Adjuster – Automatic Press				

6.12	*	Shipping & Trailer Clerk
6.14	*	Tester Laboratory Cooking
6.15	*	Instructor Coordinator
6.16	*	Apprentice Op. – Shear & Bending Line
6.17	*	Metal finisher-welder

CODE	GROUP 7	19,48\$	19,48\$	19,78\$	20,28\$
7.01	* Inspector – Sample Parts				
7.03	* Operator-Adjuster – Shear & Bending Line				
7.05	* 1 st year Apprentice – Electromecanic				
7.06	* Metal finisher trainer				
7.07	* Apprentice, Operator Adjuster Stove Production				
7.08	* Apprentice, Operator Adjuster Zemití Mola				

CODE	GROUP 8	19,63\$	19,63\$	19,93\$	20,43\$
8.01	* Quality Controller				
8.02	* 2 nd Year Apprentice (Trade)				
8.03	* Operator Adjuster Stove Production				
8.04	* Coordinator (Distribution)				
8.05	* Special Projects Employee				
8.06	* Trainer (Tool Setup – Automatic Press)				
8.07	* Outfitter Clerk Coordinator				
8.08	* Zemiti Mola Operator				
8.09	* Controller Quality Waste				

CODE	GROUP 9	19,98\$	19,98\$	20,28\$	20,78\$
9.01	* 3rd Year Apprentice (Trade)				
9.03	* Prototype Builder				
9.04	* Trainer & Coordinator – CNC Equipment				
9.06	* Press Maintenance Planner				
9.07	* 2 nd Year Apprentice - Electromechanic				

CODE	GROUP 10	20,33\$	20,33\$	20,63\$	21,13\$
10.01	* Computer Assisted Design & Manufacturing Employee				
10.02	* Coordinator fire service				
10.03	* Electronic Coordinator				
10.04	* Scheduler				
10.05	* Welder – Maintenance Department				
10.06	* 4th Year Apprentice (Trade)				

10.07	*	ISO Coordinator
10.08	*	3 rd Year Apprentice - Electromechanic
10.09	*	Coordinator Supplier Quality

CODE	GROUP 11	21,03\$	21,03\$	21,33\$	21,83\$
11.01	*	Team Leader			
11.02	*	Plumber-Pipefitter			
11.03	*	Team Leader – Organizer			
11.04	*	Team Leader Special Projects			
11.05	*	Welder – Class "A"			
11.06	*	Tool & Die Maker – Class "B" - 1st Year			
11.08	*	4 th Year Apprentice - Electromechanic			
11.09	*	Quality analysis			
11.10	*	Team leader – Change agent			

CODE	GROUP 12	21,73\$	21,73\$	22,03\$	22,53\$
12.01	*	Maintenance Mechanic			
12.02	*	Licensed Electrician – Class "C"			
12.04	*	Tool & Die Maker – Class "C" (2 nd year)			
12.05	*	Instrumentation Technician			
12.08	*	Team Leader – Coord. 3E E			
12.09	*	Team Leader – Quality			

CODE	GROUP 13	22,43\$	22,43\$	22,73\$	23,23\$
13.01	*	Master Electrician			

13.02	*	Tool & Die Maker – Class "B" (3 rd year)
13.03	*	Team Leader – Maintenance Department
13.04	*	Team Leader - Programmer
13.05	*	Electromechanic
13.06	*	Team Leader - Coordinator

CODE	GROUP 14	23,33\$	23,33\$	23,63\$	24,13\$
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14.01	*	Team Leader Coordinator – Maintenance Department
14.03	*	Preventive Maintenance Coordinator
14.04	*	Electromechanic (Class “C” License)

CODE	GROUP 15	24,23\$	24,23\$	24,53\$	25,03\$
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15.01	*	Tool & Die Maker – Class "A"
15.02	*	Electrical Technician
15.03	*	Instructor Electromechanic (Licence C)

CODE	GROUP 16	25,13\$	25,13\$	25,43\$	25,93\$
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16.01	*	Master Tool & Die Maker
16.02	*	Electrical Technician (Class "C" License)

CODE	GROUP 17	26,03\$	26,03\$	26,33\$	26,83\$
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17.01	*	Master Tool & Die Maker Planner.
17.02	*	Team Leader Electrical Technician

LETTER OF AGREEMENT RE: SUBSECTION 4.2A

- It is understood that the purpose of the principle set out in subsection 4.2(a) is to provide a certain flexibility for employees but the Employer shall at all times retain its management right to apply it on a case-by-case basis (including to ensure efficient operations and/or balanced skills on each shift).
- Without limiting the management right of the Employer, the principle set out in section 4.2(a) shall be applied in the departments and sectors where it may apply, according to the operations carried on therein. The parties acknowledge in this respect that its application for employees related to assembling will be limited, and even non-applicable, and the work shifts shall be distributed according to current practice (i.e. the practice developed under the March 2002-March 2006 collective agreement).
- In the case of difficulty applying the above to employees related to assembling, the Employer shall discuss it with the Union but the Employer shall at all times have the last word with respect thereto.

AND THE PARTIES HAVE SIGNED THIS 25TH DAY OF NOVEMBER 2009.

ELECTROLUX CANADA CORP

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, Local 1148, District 11**

Examples of the application of subsection 4.2(a)

When there is no third shift:

#1	Shift	Operational Needs	# of Employees Authorized to Work Permanently on a Shift	# of Employees Doing the Rotation
	Day (1 st)	15	10	5
	Evening (2 nd)	10	5 (voluntary)	5
	Night (3 rd)	0	0	0
	Total:	25	15	10

When there are three (3) shifts:

#2	Shift	Operational Needs	# of Employees Authorized to Work Permanently on a Shift	# of Employees Doing the Rotation	
	Day (1 st)	15	10	0	5
	Evening (2 nd)	10	5 (voluntary)	0	5
	Night (3 rd)	5	0 (voluntary)		5
	Total:	30	15	15	

#3	Shift	Operational Needs	# of Employees Authorized to Work Permanently on a Shift	# of Employees Doing the Rotation	
	Day (1 st)	15	14	0	1
	Evening (2 nd)	10	10 (voluntary)	0	0
	Night (3 rd)	5	4 (voluntary)		1
	Total:	30	28	2	

#4	Shift	Operational Needs	# of Employees Authorized to Work Permanently on a Shift	# of Employees Doing the Rotation	
	Day (1 st)	60	40	15	5
	Evening (2 nd)	25	5 (voluntary)	15	5
	Night (3 rd)	15	10 (voluntary)		5
	Total:	100	55	45	

#5	Shift	Operational Needs	# of Employees Authorized to Work Permanently on a Shift	# of Employees Doing the Rotation	
	Day (1 st)	60	43	17	0
	Evening (2 nd)	25	8 (voluntary)	17	0
	Night (3 rd)	15	15 (voluntary)		0
	Total:	100	66	34	

#6	Shift	Operational Needs	# of Employees Authorized to Work Permanently on a Shift	# of Employees Doing the Rotation	
	Day (1 st)	15	5	5	5
	Evening (2 nd)	10	0 (voluntary)	5	5
	Night (3 rd)	5	0 (voluntary)		5
	Total:	30	5	25	

LETTER OF AGREEMENT

OVERTIME HOURS REGISTER FOR DEPARTMENT NO. 40 *

Example

DATE : _____ *

NAME (in block letters)	PUNCH #	I AM ASSIGNED TO THIS DEPARTMENT	MONDAY (date)	TUESDAY (date)	WEDNESDAY (date)	THURSDAY (date)	FRIDAY (date)	SATURDAY (date)	SUNDAY (date)
		YES							
		YES							
		YES							
		YES							
		YES							
		YES							
		YES							
		YES							
		YES							

* This register is only for employees assigned to this department for the relevant week. It will be posted in each department every Friday and removed on Tuesday of the current week before 8:00 p.m. Employees may indicate whether they are available to work overtime hours before and/or after their shift.

OVERTIME HOURS REGISTER PER SECTOR AND DEPARTMENT GROUP *

Example

DATE : _____ *

SECTOR IN QUESTION: Production

DEPARTMENT GROUP: (a) 18, 37, 39, 40, 42, 43, 44 and 49

NAME (in block letters)	PUNCH #	MY DEPARTMENT No.	DEPARTMENTS FOR WHICH I AM AVAILABLE	MONDAY (date)	TUESDAY (date)	WEDNESDAY (date)	THURSDAY (date)	FRIDAY (date)	SATURDAY (date)	SUNDAY (date)

* This register is only for employees working in one of the departments covered by this register. Please be sure to write your name in the correct register. This register will be posted at the office of the supervisor of the sector in question every Friday and will be removed on Tuesday of the current week before 8:00 p.m. Employees may indicate whether they are available to work overtime hours before and/or after their shift.

FORM TO REQUEST THAT OVERTIME HOURS BE COMPENSATED IN TIME

I, the undersigned, (name) _____, request that the overtime hours I
work on (date) _____ be put into my bank of hours to be taken in time
rather than paid in money.

(Employee's signature)

(date)

(Employer's signature)

(date)

LETTER OF UNDERSTANDING RESPECTING THE WAGE RATE FOR STUDENTS

The parties agree that students shall be paid at the rate of ten dollars (\$10) per hour.

AND THE PARTIES HAVE SIGNED THIS 25TH DAY OF NOVEMBER 2009

ELECTROLUX CANADA CORP

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
Local 1148, District 11**

LETTER OF UNDERSTANDING

BETWEEN: ELECTROLUX CANADA CORP. (L'ASSOMPTION PLANT)

**AND: INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS, Local 1148, District 11**

In order to control the ambient air quality in the workplace, the Employer will conduct periodic but regular tests in certain departments where certain chemical products are handled or used. The results of these tests will be communicated to the Health and Safety Committee for review and recommendations, as the case may be.

AND THE PARTIES HAVE SIGNED THIS 25TH DAY OF NOVEMBER 2009

ELECTROLUX CANADA CORP

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
Local 1148, District 11**

**SCHEDULE“A” 12 HOUR WORK SCHEDULE
SHIFTS A, B, C AND D
(12 HOURS)**

SHIFTA, B (12 HEURES DAYTIME)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
A	A	B	B	A	A	A
B	B	A	A	B	B	B

SCHEDULE: 6:00 a.m. to 6:00 p.m.

SUNDAY–8 HOUR SCHEDULE (6:00 a.m. to 2:00 p.m.)

SHIFT A, B, C, D (12 HEURES SCHEDULE DAYTIME- NIGHT TIME)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
A-C	A-C	B-D	B-D	A-C	A-C	A-C
B-D	B-D	A-C	A-C	B-D	B-D	B-D
A-C	A-C	B-D	B-D	A-C	A-C	A-C
B-D	B-D	A-C	A-C	B-D	B-D	B-D
C-A	C-A	D-B	D-B	C-A	C-A	C-A
D-B	D-B	C-A	C-A	D-B	D-B	D-B
C-A	C-A	D-B	D-B	C-A	C-A	C-A
D-B	D-B	C-A	C-A	D-B	D-B	D-B

4 first weeks: A daytime and C night time etc...

4 following weeks: C daytime and A night time etc...

Schedule: from 6:00 a.m. to 6:00 p.m. and from 6:00 p.m. to 6:00 a.m.

Sunday: 8 Hours Schedule (6:00 a.m to 2:00 p.m. and 10:00 p.m. to 6:00 a.m.)

SCHEDULE “C” CONCEPT OF APPRENTICE

For some production positions requiring long-term coaching, a succession process shall be implemented.

The Apprentice position shall be one (1) lower than the classification for each class.

People who obtain these positions by posting shall be trained and then assigned to another job in the sector.

They shall retain their new class and shall be available at any time if the need arises. These people shall be allowed to work in the position regularly so that their knowledge is always up to date. It is foreseen that when a position becomes free, the Apprentice shall be promoted automatically and may not refuse.

If the position to be filled is temporary because a worker is absent due to:

- illness,
- industrial accident,
- compassionate leave,
- leave without pay,
- summer vacation,

the employee shall return to his/her apprentice position after replacement.

The promotion shall be permanent in the case of:

- an employee who leaves the plant
- addition of a new position
- an employee on sick leave who cannot return to his/her position
- an employee on leave for an industrial accident who cannot return to this/her position.

LETTER OF UNDERSTANDING
ELECTRICAL TECHNICIANS ON CALL

BETWEEN: ELECTROLUX CANADA CORP. (L'ASSOMPTION PLANT)

**AND: INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, Local 1148, District 11**

In order to provide technical support to evening and night operations in the departments where automated equipment is used, the Company shall be able to make electrical technicians available on a 24-hour basis, on the following conditions:

- The electrical technicians shall be assigned a 12-hour duty shift in turn, namely: from 6:00 p.m. to 6:00 a.m. Monday to Thursday and from 11:00 p.m. to 6:00 a.m. Sunday evening to Monday morning combined with Friday evening from 6:00 p.m. to 11:00 p.m., according to a rotation defined by themselves. However, it shall be mandatory that there always be one electrical technicians on duty for each production evening.
- A lump sum of \$40 gross per duty shift shall be paid to the electrical technician on duty.
- The designated electrical technician shall register at the Security office (North guard station) and will pick up an alphanumeric pager dedicated to this program. The electrical technician shall respond to all calls as quickly as possible (within 30 minutes).
- If the electrical technician can solve problems from a distance without having to visit the plant, he shall do so as part of his duty shift and may not receive any additional compensation.
- If the electrical technician has to visit the plant, he shall be compensated according to the terms of the "Service Calls" clause of the Collective Agreement in force.
- It is clearly understood that this program is only intended for electrical technicians and their fields of competency, namely: automation and control, PLC, variable speed drives, etc.
- The electrical technician on duty shall be responsible for ensuring that the automated equipment is running efficiently. If he discovers problems outside his field of competency, he shall have the duty to contact his line supervisor and inform him of the nature of the problems. The electrical technician on duty shall be responsible for ensuring that corrective measures are taken in order to render the equipment operational.
- This Letter of Understanding is an integral part of the working conditions of the electrical engineers concerned and shall be observed at all times.
- The Company reserves the right to amend and/or terminate this program on two (2) weeks' notice.

AND THE PARTIES HAVE SIGNED THIS 25TH DAY OF NOVEMBER 2009

ELECTROLUX CANADA CORP

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, Local 1148, District 11**

LETTER OF UNDERSTANDING
ELECTROMECHANICS ON CALL

BETWEEN: ELECTROLUX CANADA CORP. (L'ASSOMPTION PLANT)

**AND: INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, Local 1148, District 11**

In order to provide technical support to evening and night operations in the departments where automated equipment is used, the Company shall be able to make electromechanic available on a 24-hour basis, on the following conditions:

- The electromechanics shall be assigned a 12-hour duty shift in turn, namely: from 6:00 p.m. to 6:00 a.m. Monday to Thursday and from 11:00 p.m. to 6:00 a.m. Sunday evening to Monday morning combined with Friday evening from 6:00 p.m. to 11:00 p.m., according to a rotation defined by themselves. However, it shall be mandatory that there always be one electromechanic on duty for each production evening.
- A lump sum of \$40 gross per duty shift shall be paid to the electromechanic on duty.
- The designated electromechanic shall register at the Security office (North guard station) and will pick up an alphanumeric pager dedicated to this program. The electromechanic shall respond to all calls as quickly as possible (within 30 minutes).
- If the electromechanic can solve problems from a distance without having to visit the plant, he shall do so as part of his duty shift and may not receive any additional compensation.
- If the electromechanic has to visit the plant, he shall be compensated according to the terms of the "Service Calls" clause of the Collective Agreement in force.
- It is clearly understood that this program is only intended for electromechanics and their fields of competency, namely: automation and control, PLC, variable speed drives, etc.
- The electromechanic on duty shall be responsible for ensuring that the automated equipment is running efficiently. If he discovers problems outside his field of competency, he shall have the duty to contact his line supervisor and inform him of the nature of the problems. The electromechanic on duty shall be responsible for ensuring that corrective measures are taken in order to render the equipment operational.
- This Letter of Understanding is an integral part of the working conditions of the electromechanics concerned and shall be observed at all times.
- The Company reserves the right to amend and/or terminate this program on two (2) weeks' notice.

AND THE PARTIES HAVE SIGNED THIS 25TH DAY OF NOVEMBER 2009

ELECTROLUX CANADA CORP

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, Local 1148, District 11**

BETWEEN: **ELECTROLUX CANADA CORP. (L'ASSOMPTION PLANT)**

AND: **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, Local 1148, District 11**

Re: Tool & Die Maker Progression and Qualification.

The parties agree that the progression in the Tooling Department Classifications shall be as follows:

Classification	Prerequisites	Training Period	Classes	Change of Class
Apprentice	Certificate in machining techniques, specializing in die making	Four (4) years, or one (1) year per class	<ul style="list-style-type: none">• 6.01: 2080 h• 8.02: 2080 h• 9.01: 2080 h• 10.06: 2080 h	Automatic after 2080 hours paid ¹
Tool & Die Maker Class B	Four (4) years as an Apprentice	Three (3) years.	<ul style="list-style-type: none">• 11.06: first year• 12.04: second year• 13.02: third year	Automatic
Tool & Die Maker Class A	Three (3) years Class B Technical aptitude test Evaluation	Indefinite	<ul style="list-style-type: none">• 15.01	After passing the test
Master Tool & Die Maker	Tool & Die Maker Class A + Evaluation of planning and coordinating aptitudes		<ul style="list-style-type: none">• 16.01	When the position is opened

Training and internship hours will be recognized for apprentice progress.

AND THE PARTIES HAVE SIGNED THIS ● .

ELECTROLUX CANADA CORP

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, Local 1148, District 11**

¹ For compilation purposes, the hours worked shall be considered regular hours.

[ELECTROLUX HEADER]

MEMORANDUM

To: Serge Picotte, President of Local 1148

From: Philip Thollon, General Manager, L'Assomption Plant

Re: Personal Need (Bathroom Break)

As discussed in the negotiations in spring 2002, the Employer may terminate the morning bathroom break. In this contingency, the Employer shall ensure that it has indirect employees so that employees can see to their personal needs. It shall be understood that this break does not cover needs caused by smoking and that the break shall not be a break for smoking purposes. It is not the Employer's intention to institute permanent relief and the indirect employees shall be used only for replacement during personal needs.

LETTER OF UNDERSTANDING RESPECTING THE CALCULATION OF SENIORITY

The method of calculating seniority which previously used 4.33 weeks per month is changed to 4.348 weeks per month. (cf.: 1 year = 365.25 days = 52.178 weeks divided by 12 months = 4.348 weeks).

AND THE PARTIES HAVE SIGNED THIS 25TH DAY OF NOVEMBER 2009

ELECTROLUX CANADA CORP

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
Local 1148, District 11**
